

United States
Circuit Court of Appeals
For the Ninth Circuit.

EDWIN R. CROOKER, LOUISE E. CROOKER, W.
P. ELLIS and F. W. STERLING,
Plaintiffs in Error,
VS.

ELIZABETH KNUDSEN,
Defendant in Error.

Transcript of Record.

Upon Writ of Error to the United States District Court
of the Southern District of California,
Southern Division.

Filed

DEC 24 1915

F. D. Monckton,

United States
Circuit Court of Appeals
For the Ninth Circuit.

EDWIN R. CROOKER, LOUISE E. CROOKER, W.
P. ELLIS and F. W. STERLING,
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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur. Title heads inserted by the Clerk are enclosed within brackets.]

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Names and Addresses of Attorneys.

For Plaintiffs in Error:

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Suite 812 Marsh-Strong Bldg., Los Angeles,
California.

For Defendant in Error:

ROBERT L. HUBBARD, Esq.,
838 Van Nuys Building, Los Angeles, Cal-
ifornia [4*]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, EDWIN R.
CROOKER, HARRY L. CROOKER, LOU-
ISE E. CROOKER, W. P. ELLIS and F. W.
STERLING,

Defendants.

Writ of Error.

United States of America,—ss.

The President of the United States, to the Honor-
able BENJAMIN F. BLEDSOE, Judge of
the United States District Court, Southern Dis-
trict of California, Southern Division, Greet-
ing:

Because in the record and proceedings, as also in
the rendition of the decision and order on motion to
vacate an order of arrest, which is in the said Dis-

*Page-number appearing at foot of page of original certified Record.

trict Court, before you, between Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, plaintiffs in error, and Elizabeth Knudsen, defendant in error, a manifest error hath happened, to the damage of Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, plaintiffs in error, as by said complaint appears, and we being willing that error, if any hath been, should be corrected and full and speedy justice be done to the parties aforesaid in this behalf, do command you if judgment be therein given that under your seal you send the record and proceedings thereof, with all things concerning the [5] same, to the United States Circuit Court of Appeals for the Ninth Circuit, together with this writ so that you have the same at San Francisco, in the State of California, where said Court is sitting, within thirty days from the date hereof, in the said Circuit Court of Appeals, to be then and there held, and that the record and proceedings aforesaid being inspected, the said United States Circuit Court of Appeals may cause further to be done therein to correct the error what of right and according to the laws and customs of the United States should be done.

WITNESS, the Honorable EDWARD D. WHITE, Chief Justice of the United States, this 7th day of September, 1915.

[Seal] WM. M. VAN DYKE,
Clerk of the United States District Court for the
Southern District of California, Southern Division.

By Chas. N. Williams,
Deputy Clerk.

The above Writ of Error is hereby allowed this 7th day of September, 1915.

BLEDSON, J.,
Judge.

I hereby certify that a copy of the within Writ of Error was on the 7th day of September, 1915, lodged in the clerk's office of the United States District Court for the Southern District of California, Southern Division, for said defendant in error.

WM. M. VAN DYKE,
Clerk United States District Court, Southern District of California, Southern Division.

By Chas. N. Williams,
Deputy Clerk. [6]

[Endorsed]: Original. Civ. No. 363. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Knudsen vs. Domestic Utilities Mfg. Co., a Corp., et al. Writ of Error. Filed Sep. 7, 1915. Wm. Van Dyke, Clerk. By Chas N. Williams, Deputy Clerk. [7]

*In the District Court of the United States, Southern
District of California, Southern Division.*

Plaintiff,

ELIZABETH KNUDSEN,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, EDWIN R.
CROOKER, HARRY L. CROOKER, LOU-
ISE E. CROOKER, W. P. ELLIS and F. W.
STERLING,

Defendants.

The President of the United States of America,
to Elizabeth Knudsen, Defendant in Error, and
to Robert L. Hubbard, Her Attorney, Greeting:

You are hereby cited and admonished to be and
appear in the United States Circuit Court of Ap-
peals for the Ninth Circuit, at the City of San Fran-
cisco, State of California, on the 9th day of October,
1915, pursuant to writ of error filed in the clerk's
office of the United States District Court for the
Southern District of California, Southern Division,
sitting at Los Angeles, California, wherein Edwin
R. Crooker, Louise E. Crooker, W. P. Ellis and F.
W. Sterling are plaintiffs in error and you are de-
fendant in error, to show cause, if any there be, why
the decision and order denying the motion of said
plaintiffs in error, and each of them, to vacate an or-
der of arrest, as in said writ of error mentioned,
should not be corrected and why speedy justice
should not be done the parties in that behalf.

WITNESS the Honorable BENJAMIN F. BLEDSOE, Judge of the United States District Court, this 10th day of September, 1915.

BLEDSOE,
United States District Judge. [8]

[Endorsed]: Civ. No. 363. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corporation, Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling. Citation in Error. Filed Sep. 11 1915. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk.

Received copy of the within Citation this 11th day of Sept. 1915.

ROBERT L. HUBBARD.

Attorney for Pltf.

By D. E. BERGMAN. [9]

*In the United States District Court, in and for the
Southern District of California, Southern Division.*

No. 363—CIVIL.

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), EDWIN R.
CROOKER, HARRY L. CROOKER, LOUISE E. CROOKER, W. P. ELLIS, and F. W.
STERLING,

Defendants, [10]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, EDWIN R.
CROOKER, HARRY L. CROOKER, LOUISE E. CROOKER, W. P. ELLIS and F. W.
STERLING,

Defendants.

Engrossed Bill of Exceptions.

BE IT REMEMBERED, That in this cause now pending in the above-entitled court, the following proceedings were had:

That on the 26th day of January, 1915, the plaintiff filed her complaint in said cause, which said complaint is in words and figures as follows:

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), EDWIN R.
CROOKER, HARRY L. CROOKER, LOUISE E. CROOKER, W. P. ELLIS and F. W.
STERLING,

Defendants.

Complaint.

Elizabeth Knudsen complains of the defendants and for [11] cause of action alleges:

First. That she is a single woman, a resident and citizen of the City of Washington, in the District of Columbia.

Second. That Domestic Utilities Manufacturing Company is a corporation, organized and existing under and by virtue of the laws of the State of California, and at all times mentioned in this bill of complaint has had and maintained its principal place of business in the City of Los Angeles, in the County of Los Angeles, and State of California.

Third. That the defendants Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, and each of them have been, at all times mentioned in this complaint and each of

them have been, at all times mentioned in this complaint, and each of them now are, residents and citizens of the State of California.

Fourth. That on, to wit, the 7th day of July, 1911, at the City of Los Angeles, in the State of California, plaintiff entered into a contract in writing with the defendant, Domestic Utilities Manufacturing Company, a copy of which said contract is hereunto attached, marked exhibit "A" and made a part hereof.

Fifth. Plaintiff is informed and believes, and upon such information and belief alleges, that on said 7th day of July, 1911, the defendants, Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling and each of them were, and that at all times mentioned in this bill of complaint, they and each of them have continued to be and that each and all of them now are, members and stockholders in the defendant corporation, Domestic Utilities Manufacturing Company, and that at all times mentioned in this bill of complaint, all of said individual defendants have been and now are directors and officers, or directors or officers of said Domestic [12] Utilities Manufacturing Company, the defendant corporation, but that she is unable to say, for want of knowledge, during what period or periods of time any of said persons acted as directors only, or as officers only or both as directors and officers of said corporation defendant, with greater particularity or certainty, but she is informed and believes and upon such information and belief alleges, that on said 7th day of July, 1911, the defend-

ant, W. P. Ellis, was the Secretary of said corporation, and on said date was performing and did perform the duties of said office, and did, on said date, and as such officer, subscribe his name to said contract, exhibit "A," herein set forth by copy, and did on said date, and as such officer attach the name and official seal of Domestic Utilities Manufacturing Company to said written contract. She further says that at the time of the making of said contract on said date, she subscribed her name thereupon as a part thereto.

Sixth. Plaintiff further says, that before, and at the time of the signing of said contract by said corporation and this plaintiff, said corporation, by and through its officers, the individual defendants herein, had caused to be written, printed and publicly circulated divers and sundry papers, circulars, documents, booklets, prospectus and letters, wherein and whereby the defendants and particularly the defendant corporation offered for sale and offered and proposed to sell to members of the public, certain therein described clothes-washers, ovens and flues, and certain therein described patent rights and territorial rights and the right to purchase and to sell, at wholesale and retail, said washers, ovens, flues and to sell patent rights and territorial rights to others. That plaintiff received and read divers and sundry of said papers, circulars, documents, booklets, prospectus and letters and read them before entering [13] into said contract, and was, by the contents thereof induced to enter into said contract, and that she believed and relied upon each and every statement con-

tained in said papers, circulars, documents, booklets, prospectus and letters, and so believing and relying thereupon, entered into and executed said contract as aforesaid, and purchased from the defendant corporation 1667 vacuum clothes-washers, and paid defendant corporation therefor, the sum of \$5,000.00.

Seventh. That she relied upon the promises and agreements set forth in said contract and each of them, and so relying thereupon entered upon the business of selling said clothes-washers in wholesale lots and at retail, and in accordance with the terms of her said contract and at the prices and on the terms and under the conditions required by the terms of her said contract with the defendant corporation; that in entering upon and prosecuting the said business, she was put to large outlay and expense which she laid out and paid from her own private funds; that she employed other persons and paid them for their services; that she spent large sums of money in traveling from place to place in selling large numbers of said washers; that she established throughout the United States, at a number of cities, suitable and sufficient places of business wherein to conduct the business of selling said washers; that in establishing said places of business, she paid out large sums of money for rents, leases and in fitting up said places of business; that she established at various cities in the United States, factories for the manufacture of said washers and paid out and expended large sums of money in so doing; that she advanced and paid to said defendant corporation Domestic Utilities Manufacturing Com-

pany large sums of money in payment for large numbers of said clothes-washers and ordered the said Domestic Utilities Manufacturing Company to deliver to her said washers, [14] by shipment thereof to various persons and to various points throughout the United States, but which said washers were never delivered to her by said Domestic Utilities Manufacturing Company, all of which said outlays, expenditures of money and payments made to said defendant Domestic Utilities Manufacturing Company are more fully set forth, itemized, tabulated, and particularized hereinafter.

Ninth. That in all things and in each and every particular, plaintiff kept, carried out and performed the said contract so entered into on said 7th day of July, 1911, by and between plaintiff and said Domestic Utilities Manufacturing Company, the defendant corporation herein, as herein set forth by copy and designated exhibit "A," but that the defendant corporation Domestic Utilities Manufacturing Company disregarding its said agreements and said contract, utterly failed, neglected and refused to keep, carry out or perform its said contract with plaintiff, and failed and refused to deliver to plaintiff or to ship to her order the 1667 vacuum clothes-washers so bought by plaintiff from defendant corporation, or any part or portion thereof, though often demanded after the same were due, by the terms of said contract, to be delivered to plaintiff; that said defendant corporation, on divers and sundry occasions shipped and delivered to plaintiff and to customers of and purchasers from this plaintiff, de-

fective, damaged and unsalable clothes-washers, and clothes-washers that were utterly worthless and unfit for sale or for use or for any purpose whatever, and in insufficient quantities and less than were ordered and paid for by plaintiff to said defendant corporation; that the defendant, Domestic Utilities Manufacturing Company likewise failed, neglected and refused to deliver to plaintiff, and refused to [15] ship to her order, as required by the terms of said contract more than or about 30,000 of said vacuum clothes-washers which had been sold by plaintiff to members of the public, customers of plaintiff; that she sold in all, more than 36,000 of said washers; that the defendant corporation never did deliver to plaintiff more than 4,000 of said washers. Plaintiff further says that the defendant corporation during about one year from and after the said 7th day of July, 1911, continually and repeatedly failed to deliver to plaintiff or to ship to her order, clothes-washers sold by her, and until she had sold and had become obligated to deliver to her purchasers about 7,000 of said washers, and that, in order to carry out her agreements and contracts with her said customers and purchasers, to avoid failure upon her part to perform her every agreement with her said purchasers, and to act in perfect good faith with said purchasers, she was compelled to and did establish manufactories and was compelled to and did manufacture washers with which to fulfill her said agreements; that during said time of about one year, above mentioned, the defendant corporation by and through its officers and members, the individual de-

fendants herein pretended to be unable to manufacture said washers fast enough to meet the demands of the public, whereas, said corporation was not trying to manufacture said washers for said trade or to meet the demands of the public or to comply with its said contract with this plaintiff and other contract holders holding contracts with said defendant corporation of the same nature as the contract held by plaintiff, and in that regard alleges:

That the defendants Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, co-operating one with the other and confederating together, conspired to [16] deceive, to cheat and swindle this plaintiff and others by means of and through the agency of said papers, circulars, documents, booklets, prospectus and letters and their contents so written, printed and publicly circulated by the defendants as hereinabove alleged, and by means of the contents of said contract of July 7, 1911, to cheat, to defraud, and to swindle this plaintiff, and to that end represented, stated, set forth and pretended in all said documents, and by the contents thereof lead readers thereof to believe that said Domestic Utilities Manufacturing Company was actually and really engaged in the manufacture and sale, at wholesale and retail, of vacuum clothes-washers, ovens and flues, to its agents and their customers and the public; that said statements and pretenses and representations in all said documents and in said contract were false, and were a sham and deceit, and worked a fraud upon plaintiff, in this, that defendant corporation was not, nor had

it ever been actually or really manufacturing for sale or selling, either at wholesale or retail, said washers, ovens or flues, or any of said articles, except that said defendant corporation manufactured a few of said washers, ovens and flues for the mere purpose of show and not for delivery to buyers or to its agents, or their purchasers, and in that regard she alleges:

That she is informed and believes and upon such information and belief alleges, that the defendants have caused to be manufactured all told, only a few thousand of said washers, in no event exceeding 500,000 of said washers; that defendant corporation sold about 10,000,000 of said washers; that to fill the contracts actually sold by said defendant corporation and to deliver all washers which, by the terms of the contracts actually sold by said defendant corporation to its agents and their purchasers and the public, said defendant corporation [17] became obligated to deliver, and promised and agreed to deliver, as many as ten millions of said washers.

That instead of being actually and really engaged in the manufacture and sale of said washers and other articles, the said defendant corporation made a pretense so to do as a mere blind, shield or screen to its real business and objects, which were, to sell its said contracts, such as the one that is set forth in this complaint, to members of the public and inducing the original purchasers of said contracts to sell other contracts like them and subcontracts as provided for in all said contracts, and to reap a portion of the

purchase price of each of said resold contracts for the benefit, gain and enrichment of the defendant corporation, without the intention on the part of said corporation to deliver the washers or other articles ordered by the buyers of said original or resold or subcontracts.

That in furtherance of said scheme, and for the purpose of carrying out its plans and purposes of swindling the public, its agents and particularly this plaintiff, the defendants sought by every means in their power to encourage the sale of contracts like the one herein set forth, and to discourage in every way possible, the actual sale to the public, by its agents and their subagents, of said washers and other articles, and in that regard, and with reference to the contract so sold by said defendant corporation to this plaintiff and with reference to the dealings between said corporation and its officers, and the individual defendants herein, and this plaintiff, and in carrying out the scheme and plan of said defendants to cheat, to defraud, and to swindle this plaintiff, plaintiff alleges:

(a) That at all times after the purchase of said contract herein set forth from defendant corporation, the defendants and [18] each of them *hav* hindered and prevented her from doing the business therein contemplated, by refusing and failing to deliver the washers by her purchased from the defendant corporation, and she alleges said washers have never been delivered to her.

(b) Plaintiff alleges that she purchased from said defendant corporation and paid to defendant

corporation \$13,003.00, the full price of twelve thousand three hundred thirty-seven vacuum clothes-washers which she had sold and agreed to deliver to others as follows:

In Aug. 1911,	C. A. Potts,	334 washers,	\$1,000.00
In Sep. 1911,	Anna N. Kendall,	1667 "	1,667.00
In Apr. 1912,	Emma E. Follett,	1667 "	1,667.00
In Apr. 1912,	M. P. Wilson,	334 "	334.00
In Apr. 1912,	Ivy D. Edwards,	50 "	50.00
In May 1912,	Emma L. Nickerson,	167 "	167.00
In Jun. 1912,	Mary McDonnell,	50 "	50.00
In May 1912,	Herman J. Hall,	50 "	50.00
In Jun. 1912,	F. G. Hebbler,	50 "	50.00
In Jul. 1911,	G. G. Potts,	50 "	50.00
In Feb. 1911,	Wilson & Locke,		
	(for retail)	200 "	200.00
In Jan. 1912,	Bought for own use,	300 "	300.00
In Jan. 1912,	Bought for own use,	200 flues,	200.00
In Jul. 1912,	Annie Peiton,	50 washers,	50.00
In Jul. 1913,	Juliet Brayton,	1667 "	1,667.00
In Aug. 1913,	Claud Wyant,	1667 "	1,667.00
In Jul. 1913,	K. Barnes,	1667 "	1,667.00
And other sales and lots of which		500 "	500.00
plaintiff has not now the detailed	<hr/>		<hr/>
data on hand,	12,337		\$13,003.00

[19]

That the defendant corporation received said sum of money in payment for said several lots of washers; that after receiving the money purchase price thereof from plaintiff, the defendant corporation failed, neglected and refused to deliver said washers or any of said lots of washers or any part thereof, and none of said washers have ever been delivered by the defendant corporation or by anyone for it, to plaintiff or to her purchasers or to any person or persons for her or for them; that at the time of and after the purchase and payment for each of said lots

of washers and repeatedly thereafter, plaintiff demanded of the defendant corporation the delivery of all said washers; that defendant corporation failed and refused to deliver said washers or any of them and still fails to deliver the same or any part thereof; that plaintiff has repeatedly demanded the repayment of the said several sums of money so paid by the plaintiff to defendant corporation for said several lots of washers; that the defendant corporation has failed and refused and still fails and refuses to repay to plaintiff said sums of money or any of them or any part thereof, and still retains and keeps all said money.

(c) That plaintiff established factories and salesrooms in the City of Chicago, Illinois, and in the City of New York, New York, and salesrooms in the Cities of Portland, Oregon, Salt Lake City, Utah, Denver, Colorado, Toronto and Vancouver, Canada, wherein and whereby to supply said washers to persons to whom she had sold said washers; that said factories and salesrooms were established by her with the consent and authority of the defendant corporation; that after she had established said factories and salesrooms and had begun to manufacture said washers in said cities for said purpose defendants sent divers and numerous persons into said City of Chicago, and [20] into said City of New York and into each City where she established said factories and salesrooms and offered through said persons to sell to and to supply the public with said washers at and for the price of forty cents each; that said price was less by more than one-half than plaintiff was permitted, by the terms of her said contract

with said defendant corporation to buy said washers from said corporation; that by the terms of said contract, plaintiff and her subcontractors were prohibited from selling any of said washers at retail, or the family right to use the same for less than \$3.50 for each washer for the first or initial sale, and \$1.50 for each washer for subsequent sales, and the right to use washers so purchased was limited to the one family purchasing the right and such washer or washers; that the offering to sell said washers to the public by the defendants at such low price was intended to prevent, and did prevent plaintiff from finding purchasers for washers offered by her for sale at \$3.50 each of \$1.50 each as above alleged, and prevented plaintiff from carrying out the business of selling said washers as by the terms of her contract she had a right to do; that plaintiff was, by the offering by the defendants to sell said washers at such low price in said markets as aforesaid, completely driven out of business at said Cities of Chicago and New York and elsewhere in cities above-named, and was caused great damage thereby.

(d) That, after plaintiff had secured permission and authority from the defendant corporation to manufacture said washers with which to supply those who purchased the same from her, and after she had expended large sums in establishing said factories and salesrooms in said several cities, and after she had paid out and expended large sums of money to effect the sale of said washers, and at a time when plaintiff had built up a large and profitable business in the sale of said washers, [21] defendants, in furtherance of their said conspiracy and

with the design of driving plaintiff out of the business of manufacturing said washers for actual sale to the public, and with the design and purpose of crippling her financially and preventing her from getting any profit from said business and to cheat, to defraud and to swindle her out of her money plaintiff had paid for her said contract and said 1667 washers and for contracts paid for by plaintiff to the defendant corporation for the contracts and washers sold to other persons by her, wrongfully and willfully caused to be written, printed and circulated through the United States Mails, and as plaintiff is informed and believes, and upon such information and belief alleges, to the extent of many thousands of copies, a circular letter in the words and figures set forth in one of said circular letters hereto attached and made a part of this complaint and marked and designated exhibit "B." That the defendant corporation had not, previous to sending out said circular or at all, cancelled plaintiff's right to manufacture said washers, nor had it notified plaintiff of any such action on its part, but on the contrary said defendant corporation up to the time of sending out said circulars had been recognizing, and at that was recognizing, and for a long time thereafter continued to recognize plaintiff's right and authority to manufacture said washers and her right to sell the same and to deliver said washers to purchasers; that no such letter or notice as is stated or described in said circular letter, exhibit "B," to have been sent to or given to plaintiff was ever received by her, and, as plaintiff is informed and be-

lieves and upon such information and belief alleges, no such letter or notice was even sent to or prepared to be sent to plaintiff by defendants. She further [22] says that the person named and referred to in said circular as H. L. Crooker never, at any time or place called upon plaintiff for the purpose set forth in said circular or for any like purpose. That said circular was wholly false and misleading and was so wrongfully and willfully and viciously prepared and sent out by defendants to prevent plaintiff from carrying forward the business of actual manufacture and actual sale of said washers and for the further purpose of carrying out the scheme, plan and conspiracy of defendants to cheat, to defraud and to swindle this plaintiff out of the money so paid by plaintiff to the defendant corporation, and to drive her out of said business of actually manufacturing and actually selling said washers to the end that the defendants would thereby be the better enabled to cheat, to defraud and to swindle other persons; by selling to them contracts like the contract herein set forth by exhibit "A." That the sending out of said circular as aforesaid did injure plaintiff, and did destroy her said business, and deprived her of the confidence of the public and of her customers and her agents, and did cause her great loss and damage in money, as hereinafter set forth.

(e) Plaintiff further alleges, that the defendants, Edwin R. Crooker and H. L. Crooker and each of them, in furtherance of said conspiracy to cheat, to defraud and to swindle this plaintiff, openly and in a public meeting held by said Crookers in the

Marbridge Building, at 34th and Broadway in the City of New York, on or about April, 1913, and in a public meeting held by said Crookers in the Long-acre Building at 42d and Broadway in said city and at other like meetings, in the City of New York and at several places in the City of Chicago, declared that this plaintiff had never had authority from the defendant corporation to manufacture said washers at any place; that said [23] statements so made by said defendants Edwin R. Crooker and H. L. Crooker were false and were viciously made by them to injure and damage plaintiff, and to prevent her from carrying out her said contract and to ruin and drive plaintiff out of said business of actually manufacturing and actually selling said washers, as she had a right to do.

(f) That before and at the time of the purchase of the said contract and said washers by plaintiff from the defendant corporation, the defendants Harry L. Crooker, Edwin R. Crooker and W. P. Ellis represented and stated to plaintiff that the defendant Domestic Utilities Manufacturing Company had procured and was the owner of patents and patent rights in Canada, the Argentine Republic, France, Germany, Russia, Norway, Denmark, Australia, Austria, Italy, Switzerland and other foreign countries and had the right to manufacture and sell in each of said countries the said vacuum clothes-washers and ovens. Plaintiff believed said statements and relied thereupon, and bought said contract and said washers with the intention and purpose of selling said washers and ovens in some or

all of said countries and of manufacturing said washers and ovens in many of said countries; that said representations and statements were false; that said defendants knew them to be false at the time they were made by them; that said statements and representations so made by them were made to deceive this plaintiff and to induce her to pay her money to the defendant corporation; that plaintiff did not then know, nor did she learn of the falsity of said statements and representations until about March, 1912, when and after she had paid out and expended large sums of money in establishing a business in the City of Toronto, Canada, for the purpose of manufacturing and selling said washers in said place; that before she expended any money in establishing her said [24] business in said City of Toronto she applied to and received from the defendant Domestic Utilities Manufacturing Company, permission to manufacture and sell said washers in Canada; that after she had received such permission, she relied upon the representations of the defendants Harry L. Crooker, Edwin R. Crooker and W. P. Ellis, so made to her and went to Canada on or about March, 1912, and then learned that said Domestic Utilities Manufacturing Company had secured no patents or patent rights in Canada, and had not any right whatever to manufacture or to sell said washers or said ovens in Canada; that plaintiff was not permitted by the laws of Canada, in manufacturing or selling in or importing to Canada for sale any of said ovens or washers, under the terms of her said contract and was thereby greatly damaged and suf-

ferred large financial loss, as hereinafter scheduled and set forth.

Plaintiff further alleges that in about July to December, 1912, she undertook to do business in Russia, Switzerland, France, Austria, England, Germany, Norway, Denmark, Australia, and Italy, in the manufacture and sale of said washers; that she investigated and in each of said countries learned that the defendant corporation had not, at any time, either before or on or after the date, July 7, 1911, acquired, nor had it ever owned or had the right, by patent or otherwise in any of said countries, to manufacture or to sell said washers in said countries or any of them. That plaintiff in her efforts to carry on the business of selling said washers in said foreign countries expended large sums of money and all at great loss to her financially, as hereinafter scheduled and set forth.

Plaintiff further alleges, that the acts of hindrance and obstruction and the many acts of deceit and fraud above set forth are but a small part or portion of the like or similar acts committed by the defendants against this plaintiff; that [25] all said acts and things done by said defendants to and for the hurt and injury of plaintiff and her said business, were done and performed by defendants as part of a general scheme and plan of the said defendant to avoid the performance upon their part and upon the part of said defendant corporation, of the agreements and promises upon the part of said defendant corporation made in said contract of July 7, 1911, and herein sued upon, and to hinder, delay and annoy plaintiff

from performing the said contract upon her part, and to prevent the actual manufacture and actual sale of said washers, by plaintiff, or through her said sub-agents in order that defendants might the more successfully ply their business of selling and reselling said contracts on a mere pretense that the washers in each contract so sold and described would be delivered in the future, without any intention upon the part of defendants or any of them that the washers described in said contracts should ever be delivered at any time or place.

Tenth. Plaintiff alleges that from the first she believed the said business was a legitimate and profitable business and that it was a business capable of being developed and made permanent, and so believing persisted in her efforts to make the business succeed in spite of the opposition of defendants herein; that she continued in that belief until in about September, 1913, when she discovered, as she believes, that the defendants were not sincere in making said contract and were trying to avoid the consequences of their agreements and promises by them made and by the said contract required to be performed upon the part of defendants, corporation and individuals. That in September, 1913, she made complaint against Domestic Utilities Manufacturing Company and the individual [26] defendants herein, before the Postal authorities of the United States; that an investigation was ordered and was conducted before and by W. H. Lamar, Assistant Attorney General of the United States; that the defendant Domestic Utilities Manufacturing Company, and the individual de-

fendants herein were called upon by said department so show cause before said department why a fraud order should not be issued against them; that the defendant Domestic Utilities Manufacturing Company appeared before said department and before the said W. H. Lamar, Assistant Attorney General, and were given a hearing; that at the conclusion of said hearing it was determined by said department that the selling plain involved in the contract issued by defendant Domestic Utilities Manufacturing Company to the plaintiff herein, to wit, exhibit "A," hereto attached, and other like contracts issued by said defendant corporation to others was and were in conflict with the postal fraud and lottery statutes of the United States on the ground of being an endless chain scheme; that defendants were forbidden by said department to issue any more such contracts. She further alleges that the defendant corporation herein, acting by and through the individual defendants hereinabove named, has disregarded said determination and order of said department and has continued and is continuing to issue said contracts, as plaintiff is informed and believes.

Eleventh. That the defendants and each of them, although often requested by this plaintiff so to do, have failed and refused and still fail and refuse to repay to plaintiff any of the sums of money so by her paid to said Domestic Utilities Manufacturing Company, or any part thereof, and have refused and still refuse to pay to plaintiff any of the sums outlaid and expended by her or any part thereof or to reimburse her for her [27] losses by them occasioned and

caused and by the defendants inflicted upon plaintiff, or any part thereof.

Twelfth. That the sums paid by plaintiff to the defendant corporation for washers which were never delivered, and the sums paid by plaintiff to defendant corporation for washers to be delivered to others and which were never delivered but which monies have been retained by the defendant corporation, and the sums of money laid out, paid and expended by her in establishing factories and salesrooms and in wages and other outlays in connection with the manufacture and sale of said washers, and the damage done by loss of time and otherwise to plaintiff are all more particularly and in detail form set forth and enumerated as follows:

SCHEDULE.

July 7, 1911.

Paid DOMESTIC UTILITIES MANUFACTURING COMPANY, for 1667 wash-

ers.....	\$5,000.00	5,000.00
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September 1, 1911, to February 1, 1912.

PORTLAND, SEATTLE and VANCOUVER ENTERPRISE:

Paid C. A. Potts, wages, 4 months, \$200.00 per month.....	800.00
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Railroad fare.....	41.40
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Paid Mrs. S. D. Heapy,

wages, 4 months, \$150.00	
per month	600.00
Railroad fare.....	41.40
Fitting office and salesrooms in Portland	350.00
Rent office and salesrooms in Portland, 3 months, \$50.00.....	150.00
Expenses plaintiff, Potts Heapy, 1 trip from Port- land to Vancouver, B. C.	180.00
Railroad fare same.....	135.00

[28]

Plaintiff's traveling ex- penses 1 trip Portland...	250.00
Freight on washers in and out of Canada.....	19.00
Expenses of Plaintiff, Potts and Heapy return to Los Angeles.....	124.20

————— 2,691.00

October, 1911.

SALT LAKE CITY, UTAH,
ENTERPRISE:

Sent C. W. Fleming to Salt

Lake City, fare..... 47.00

Paid C. W. Fleming, wages,

6 weeks, at \$200.00 per
month.. 300.00

Fitting up office and sales-

room.....	100.00
Rent of office and salesroom, 1 mo.....	50.00

 497.00

November, 1911.

DENVER, COLORADO ENTERPRISE:

Sent C. W. Fleming to Denver, Salary, fare and fitting up and renting salesroom.....	350.00
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November and December, 1911

Sent Herman Schreiber to Denver, fare, round-trip.	84.00
Paid Herman Schreiber wages.....	50.00
Paid Herman Schreiber expenses.....	28.00
Plaintiff's fare and expenses trip.....	42.00
Plaintiff's expense six days.	18.00

 572.00

December, 1911.

CHICAGO, ILLINOIS ENTERPRISE:

Sent C. W. Fleming to Chicago, fare from Denver..	26.70
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[29]

Sent H. G. Riddell, demonstrator, fare and traveling expenses.....	124.00
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Paid Fleming wages, 1 month.....	200.00
Paid Riddell wages, 1 month	200.00
Fitting up salesroom 43d and Indiana, and rent...	180.00
Fitting up salesroom 4459 Evanston Avenue, and rent.....	85.00
Moving salesroom from 43d and Indiana to 4459 Evanston Avenue.....	20.00
Lease of 127 West North Avenue, rent April 1, 1912, to July 1, 1913, 15 mos...	1,275.00
Fitting up salesroom and furniture-....	300.00
Paid stenographer wages, 1 year.....	780.00
Establishing factory, Wells St....	
Fitting up factory and one set dies.....	1,650.00
One set dies.....	474.00
Wages men, 15 months at \$75.00 per mo.....	1,125.00
Fitting up salesroom, Joliett, wages and rent.....	350.00
Paid wages of Strubhar, 4 months, \$85.00.....	340.00
Paid wages of Stringer and rent of window 2 months..	186.00
Sent Norton to Champaign, Ill., wages and expenses..	225.00

Sent Omelvina to Indianapolis, wages and expenses.....	125.00
Sent Mr. & Mrs. Bara to Milwaukee, expenses.....	74.00
Rent booth Springfield and expenses.....	275.00
Paid fare and expenses, Mrs. Heapy, to Chicago.....	333.00
	<hr/>
	8,347.70

[30]

March, 1912.

TORONTO, CANADA ENTERPRISE:

Plaintiff's fare and expenses.....	197.00
Making dies not allowed to use.....	500.00
Office rent, 2 months, \$85.00 per mo.....	170.00
Wages, 2 months, \$150.00 per month.....	300.00
Fitting up salesroom.....	170.00
Freight on washers into and out of Canada.....	64.00
	<hr/>
	1,401.00

February, 1912.

NEW YORK ENTERPRISE:

Plaintiff's fare and expense round-trip.....	74.00
Hotel and expense six days.	18.00

March, 1912.

Plaintiff's fare one way....	37.00
Rent office and salesroom, 1 year.....	2,000.00
Fitting up salesrooms.....	1,274.00
Office help 10 months, 2 persons.....	650.00
Expense moving factory from Chicago....	748.00
Factory foreman, Dutcher, wages, 4 months.....	400.00
Salesmen, wages.....	297.00
Fireman's exhibit	135.00
Demonstration and store- rooms rent....	369.32

5,002.32

PLAINTIFF'S LOSS OF
TIME, 2 years, at \$3,000.-

00 per year..... 6,000.00

[31]

6,000.00

REIMBURSEMENTS:

J. C. Culter.....	5,498.50
Mrs. Werstedt..	150.00
Mrs. M. P. Wilson.....	1,000.00
Marie Leshbor....	75.00
Geo. Potts.....	150.00
Chas. Potts....	5,000.00
E. G. Waldron....	5,000.00

16,873.50

Paid for stationery to Domestic Utilities Man- ufacturing Company.....	500.00
Paid for telephones, light, gas, stationery and office expenses.....	600.00
	<hr/>
	1,100.00
Twelve thousand three hun- dred thirty-seven washers paid for and not deliv- ered....	13,003.00
	<hr/>
	13,003.00
Cost of manufacturing Thirty-one thousand eight hundred washers to fill her orders at fifty cents each.....	15,900.00
	<hr/>
	15,900.00
	<hr/>
Total....	\$75,407.52

Thirteenth. That it has been the universal and continuous practice of the defendants to cause to be issued to each purchaser of washers, ovens or flues from defendant corporation, pretended and so-called warehouse receipts wherein it was recited and set forth that said purchasers were the owners and entitled to receive upon demand, the number of washers, ovens or flues stated in said so-called and pretended warehouse [32] receipt, whereas in truth and in fact, no such washers, ovens or flues

or any of them were ever on hand or in storage or in any warehouse, or even at any time existed; that such warehouse receipts, so-called, were delivered to plaintiff at the time of such purchase of washers made by her as aforesaid; that she often demanded of defendants the delivery of the washers in said receipts described; that in each and every instance, defendants failed and refused to deliver said washers or any of them to plaintiff and that she never did receive any of said washers.

Fourteenth. Plaintiff further alleges, that the defendants have secured, by means of executing contracts of the same character of the contract herein set forth and sued upon and marked exhibit "A," in great numbers, and as plaintiff is informed and believes and upon such information and belief alleges, defendants issued and caused to be issued many thousands of such contract, and that it has been the policy and plan of the defendants in each and every case to secure payment for said contract and the washers, ovens or flues therein described and then to refuse to deliver said articles or any of them, or to deliver to the purchaser anything whatever; that many thousands of persons have, by the said plan and scheme been swindled by defendants out of their property and money and have been reduced to penury and want; that the defendant corporation and the individual defendants herein have practically at all times since the commencement of business, and particularly during the past year, kept its and their money, property, both real and personal, and other effects hidden and covered up and out of the reach

of legal process and secure in secret vaults and place of safety and seclusion known only to the defendants; that as plaintiff is informed and believes and upon such information and belief alleges, the said defendant Domestic [33] Utilities Manufacturing Company has property upon which seizures under the process of this court could be made, if the same can be found, and that the individual defendants herein have, as plaintiff is informed and believes, much property within the reach of the process of this court, but that all said property is hidden and secreted, so far as plaintiff has been able to ascertain. That all property owned by the individual defendants was acquired through the methods herein described. Plaintiff further alleges, that it is her belief that the defendants and each of them will, immediately upon learning of the filing of this action, absent themselves from the jurisdiction of this court and will leave the State of California and the United States, and avoid the service of writs and processes issued out of this court, upon them, and that they and each of the defendants will dispose of, hide, secrete and remove any and all kinds of personal property by them or by any of them owned, and will, so far as in their power, hide and obliterate all evidence by means of which the monies and properties of the defendants and each of them could be located and reached. And will, if within their power, put all their property of every kind and nature beyond the reach of the process of this court. Plaintiff further says that she has no adequate remedy for enforcement of any judgment she may secure in this

action or for the protection of her rights in the premises other than the remedies hereinafter prayed for; that the amount herein sued for is justly due from the defendant Domestic Utilities Manufacturing Company, and that the indebtedness became due through the fraud, deception and conspiracy of the said several individual defendants, and that she is in equity and good conscience entitled to recover the same from defendants. Plaintiff further alleges, that the said several defendants have repeatedly declared that no court could reach them or compel them to make restitution or to redress the wrongs by them committed; [34] that the debt due from the defendants to plaintiff will be greatly endangered by the defendants departing from the jurisdiction of this court, and that the concealment of the property of the defendant corporation by the said several individual defendants is done, and has been done, and will continue to be done in the future, for the sole purpose of defrauding this plaintiff and others of sums of money justly due from the defendant corporation, and in furtherance of the plan, scheme and conspiracy of the several defendants to cheat, to defraud and to swindle this plaintiff and all other persons standing in a similar relation to the defendants herein by reason of having entered into similar contracts with defendant corporation through and by and under the management, control, direction, persuasion and inducement of the said individual defendants herein, in manner hereinabove set forth and alleged.

WHEREFORE, plaintiff prays that the writ of subpoena may issue in this cause directing and re-

quiring the said several defendants to appear in this court and answer the plaintiff's complaint according to the forms and under the provisions and penalties of the law.

2. She further prays the Court that an order of arrest, or other proper order or process of this court issue, directed to the defendants and each of them, and that each of them, the said defendants, be arrested and detained until they and each of them, the said defendants, give security for their presence before the Court and against the removal or disposition of their or any of their property, and for the payment of any judgment that may be rendered herein against them or any of them, the said defendants.

3. She further prays that said writs and processes may be issued herein, and directed to the Domestic Utilities Manufacturing Company, a corporation, and to the defendants, Edwin [35] R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis, and F. W. Sterling.

4. Plaintiff further prays that she have and recover of and from the defendants and each of them the sum of \$75,407.52.

5. That she have and recover of and from the defendants and each of them her costs herein.

6. That she have any and all relief to which she may appear, in equity and good conscience, to be entitled.

ROBERT L. HUBBARD,
Attorney for Plaintiff.

ELIZABETH KNUDSEN,
Plaintiff.

State of California,
County of Los Angeles,—ss.

Elizabeth Knudsen, being first duly sworn according to law, deposes and says:

I am the plaintiff in the above-entitled action and the person named in the foregoing bill of complaint; I have read the foregoing bill of complaint, and know the contents thereof, and the same is true of my own knowledge, except as to the matters which are therein stated on my information or belief, and as to those matters I believe it to be true.

ELIZABETH KNUDSEN.

Subscribed in my presence and sworn to before me this 16 day of January, 1915.

[Seal] ANDREW M. STRONG,
Notary Public in and for the County of Los Angeles,
State of California. [36]

I, Robert L. Hubbard, attorney for the plaintiff herein, do hereby certify that the foregoing is a true and perfect copy of the complaint filed in the above-entitled cause, and that the exhibits hereto attached are true and correct copies of the exhibits attached to said complaint as filed.

ROBERT L. HUBBARD,
Attorney for Plaintiff. [37]

Exhibit "A" [to Complaint]—Agent's Contract.

This indenture, made and entered into by and between the DOMESTIC UTILITIES MANUFACTURING COMPANY, a corporation organized under the laws of the State of California, party of

the first part, hereinafter called "Company," and E. Knudsen, residing at Los Angeles, County of Los Angeles, State of California, party of the second part, hereinafter called "Agent."

1. WITNESSETH: That whereas, the aforesaid "Company" is now the owner of all the right, title and interest in Letters Patent of the United States bearing number 930,733, granted August 10, 1909, for improvements in clothes pounders, and known on the market as the Vacuum Clothes Washer and Letters Patent Number 907,102, granted December the 15th, 1908, for improvements in Ovens, and known on the market as the Four B Oven.

2. And, whereas, the said "Agent," hereinafter named, is desirous of obtaining the right to sell said Washers and Ovens and Flues for said Ovens.

3. NOW, THEREFORE, to whom it may concern, be it known that for and in consideration of Five Thousand Dollars (\$5,000) this day paid to the "Company," the receipt of which is hereby acknowledged, the said "Company" has sold unto the said "Agent" 1667 Vacuum Clothes Washers, Four B Oven Flues.

4. The said "Agent" may, if he so desires reserve and work ONE AT A TIME, any number of towns, townships, or counties in which to retail Family Rights for said Washers, Ovens and Flues to others for use, WITH THE PROVISIO that the said "Agent" shall comply with the agreements herein mentioned, and shall, on the day that he or his subagents ENTER same, send WRITTEN NOTICE to the said "Company" by SPECIAL DE-

LIVERY or TELEGRAM, of his desire and intention to reserve said town, township, or county, he may reserve the same to the exclusion of any other subsequent [38] owner of an Agent's Contract, not then retailing said Family Rights therein. Said "Agent" shall also have the right to sell said Family Rights in any unreserved town, township, or county in the United States and Territories thereof.

5. If two or more Agents enter a town, township or county on the same day, then, in that event, the notice of reservation FIRST RECEIVED by the said "Company" shall constitute PRIOR claim to said territory.

6. The said "Agent" further agrees not to enter into any territory reserved by another Agent TO RETAIL SAID FAMILY RIGHTS for use therein, without the full sanction and co-operation of the Agent then working in such territory, and said CONSENT MUST BE IN WRITING.

7. It is expressly understood that in order to hold the reservation to any territory, the said "Agent" must sell in said reserved territory under this Contract at retail, not less than fifty (50) of said Family Rights in the aggregate of said Washers, Ovens or Flues, each and every thirty (30) days after entering said territory.

8. If for any reason the right to any town or county reserved by the said "Agent" is FORFEITED, the same shall revert to the said "Company" and may in like manner be retained by another agent upon consent of the said "Company."

9. It is expressly understood that the said

“Agent” shall not have the right to retain a town, township or county of over one hundred thousand (100,000) population.

10. The said “Agent” shall have the right to appoint FIFTY (50) SUB-AGENTS to retail the said Family Rights for said Washer, Oven and Flue (said sub-agents’ duties are fully outlined in blanks furnished for that purpose by the said “Company” [39] and are to be filled out by said sub-agents and said employer); and said “Agent” SHALL NOT SELL NOR PERMIT HIS SUB-AGENTS TO SELL any Family Right for less than Three Dollars and Fifty Cents (\$3.50) for each Washer; Four Dollars (\$4.00) for each No. 1 Oven; Five Dollars (\$5.00) for each No. 2 Oven; and Two Dollars (\$2.00) for each Flue.

11. Each purchaser of a Family Right is entitled to have other Ovens, Washers and Flues from the “Company” or the said “Agent” for his or her own family use at Three Dollars (\$3.00) for No. 1 Oven; Three Dollars and Fifty Cents (\$3.50) for No. 2 Oven; One Dollar and Fifty Cents (\$1.50) per Washer (without handle), and One Dollar and Twenty-five Cents (\$1.25) per Flue, cash with order, and to each purchaser of a Family Right shall be given one Oven or Washer or Flue by the said “Agent” but to no other person or persons. The said “Agent” shall report to the “Company,” in writing, once every thirty (30) days from the date of this instrument, the name and address of each purchaser of a Family Right sold to himself or by his sub-agents.

12. Neither shall the said "Agent" nor any one under him manufacture the said Washer or Flue, nor cause the same to be done, and the "Company" hereby agrees to hereafter furnish the said "Agent" with said Washers, Ovens and Flues at One Dollar (\$1.00) per Washer (without handle); One Dollar (\$1.00) per Flue; Two Dollars and Twenty-five Cents (\$2.25) for each No. 1 Oven; Three Dollars (\$3.00) for each No. 2 Oven, F. O. B. cars Los Angeles, Cal., Lauderdale, Miss., or the "Company's" nearest shipping point; the same to be determined by the "Company," to be paid for when ordered.

13. The said "Agent" shall have the right to sell unto others wholesale lots of said Washers and Flues at the prices hereinafter named, and upon the FOLLOWING CONDITIONS: [40]

14. Upon the first sale made by the said "Agent" of a wholesale lot of Washers or Flues of the same size as the one purchased herewith, he may deliver unto the purchaser the Washers or Flues received herewith, and shall issue to the said purchaser a contract identically the same as this one, and he shall be entitled to retain the entire amount received from such sale.

15. The said "Agent" may make as many sales at wholesale as he may successfully solicit, upon such parties signing a contract in every way IDENTICAL WITH THIS CONTRACT, which has been printed upon forms for and by the said "Company," and duly approved by its officers at the following prices:

Fifty (50) Vacuum Clothes Washers or seventy-five (75) Four B Oven Flues for.....	\$150.00
One hundred and sixty-seven (167) Vacu- um Clothes-washers or two hundred fifty (250) Four B Oven Flues for....	500.00
Three hundred thirty-four (334) Vacuum Clothes-washers or five hundred (500) Four B Oven Flues for.....	1,000.00
Eight hundred thirty-four (834) Vacuum Clothes-washers or twelve hundred fifty (1250) Four B Oven Flues for....	2,500.00
Sixteen hundred sixty-seven (1667) Vacu- um Clothes-washers or two thousand five hundred (2,500) Four B Oven Flues for.....	5,000.00

16. The said "Company" hereby agreed with the said "Agent" that for each sale of Washers and Flues made by the said "Agent" of any of the lots of Washers and Flues above specified and at the prices stated; it will allow him a commission [41] upon such sales as shown in tables following:

Size of different sales of Washers

made by the said "Agent".....	\$150	\$500	\$1,000	\$2,500	\$5,000
Commission due the said "Agent"....	\$100	\$333	\$666	\$1,666	\$3,333

Size of different sales of Flues made

by the said "Agent".....	\$150	\$500	\$1,000	\$2,500	\$5,000
Commission due the said "Agent"....	\$75	\$250	\$500	\$1,250	\$2,500

16A. Besides the commission indicated in above table the said "Agent" shall receive the said "Company's" part on all sales at wholesale and increase

of said sales resulting from the sales of the aforesaid \$150.00, \$500.00, \$1,000.00 and \$2,500.00 sales at wholesale (LESS THE MONEY DUE THE "COMPANY" FOR WASHERS AND FLUES); that is to say, IN THE LINE OF SUCCESSION TO SUCH SALES and in consideration of his having purchased a \$5,000.00 wholesale lot of the aforesaid articles, provided, however, that no line of succession shall accrue to the holder of this contract unless the initial or first sale is made to the purchaser by him, the said "Agent," through his own or the solicitation of his sub-agent or agents in his line of succession; such solicitation of the purchaser to have originated through the said "Agent," his sub-agents or agents of his line of succession, and no agent shall, through any act or sale, divert any agent in the line of succession of another agent to his own line of succession, through the sale of any larger wholesale lots of said articles.

17. The "Agent" shall also have the right to sell for the "Company," said Washers, Ovens and Flues at wholesale anywhere in the United States and territories thereof (except in territory reserved by another agent). Prices and commissions on same are shown in the following tables: [42]

WASHERS.			FLUES.		
Quantity.	Prices.	Agent's Com- mission.	Quantity.	Prices.	Agent's Com- mission.
1	\$3.00	\$2.00	1	\$1.75 each	0.75 each
6	2.50 each	1.50 each	6	1.50 each	.50 each
12	2.00 each	1.00 each	12	1.35 each	.35 each
24	1.75 each	.75 each	24	1.25 each	.35 each
48	1.50 each	.50 each	48	1.15 each	.25 each
No. 1 OVENS.			No. 2 OVENS.		
Quantity.	Prices.	Agent's Com- mission.	Quantity.	Prices.	Agent's Com- mission.
1	\$3.75	\$1.50	1	\$4.50	1.50
6	3.25 each	1.00 each	6	4.00 each	1.00 each
12	3.00 each	.75 each	12	3.75 each	.75 each
24	2.75 each	.50 each	24	3.50 each	.50 each
48	2.50 each	.35 each	48	3.25 each	.35 each

18. In making sales shown in the above table, the "Agent" shall use printed form called "Retail Contract," a copy of which is shown on back of this "Agent's Contract."

19. The "Agent" may also sell (in unreserved territory) any number of said Washers, Ovens and Flues above 48 for retail purposes, the prices and commissions to be determined by the "Company."

20. The said "Agent" shall make a **FULL AND COMPLETE REPORT TO THE "COMPANY"** by registered letter, of each and every sale of said articles made under any Wholesale or Retail Contract, at once after completion of same, giving name of purchaser, his address and occupation, and said report shall state in full what was taken in payment for same, and the portion due, the "Company" (which is the full amount thereof less the "Agent's" commission as above stated), shall accompany said report and [43] must be paid in cash. A failure on the part of the "Agent" to send to the "Company" the amount due the "Company" for each sale so made by him will be held by the "Company" to be breach of trust.

21. The "Agent" shall sell no wholesale lots of said articles without the full price therefor being paid, nor shall the said "Agent" sell the same in his own name unto any person or persons previously solicited by any other agent or his sub-agent or his sub-agents unless he shall compensate such agent (the term "Such Agent" refers to the agent who first solicited the purchaser) with a portion of the commission that would have been due "such agent" had "such agent" closed such sale, which shall, in the absence of an agreement, be fifty per cent (50%) PROVIDED "Such Agent" be a \$5,000.00 or \$2,500.00 contract owner, otherwise the Agent who closes said sale and the Agent who first solicited the purchaser, shall divide equally between them the profit that would have accrued to the owner of the smaller contract of the two, had he closed said sale under his contract, the "COMPANY" to receive the remainder.

22. If any other arrangement be entered into between the owner of this contract and Such Agent (the term "Such Agent" refers to the agent who first solicited the purchaser) it shall provide for the payment to the "Company" of the amount due the "Company" as above stated.

23. All monies due the "Company" must be sent by draft, postoffice or express money order, and will positively not be accepted if sent otherwise.

24. Showing one or all of the above-named articles in operation and making an appointment to explain the business shall constitute a solicitation. It is clearly understood that a solicitation shall be

operative until one sale is closed, but no longer. [44]

25. The said "Agent" shall not directly or indirectly accept any other agent's or sub-agent's Wholesale Prospects or transfer his, or his sub-agent's Wholesale Prospects, nor conspire against the "Company" in any manner whatever, and shall not employ as a sub-agent, *directly or indirectly*, any owner of an agency, thus depriving the "Company" of what it would have received had the sale been closed by the agent soliciting the said prospect, and had said conspiracy not been entered into.

26. The "Agent" agrees to submit on demand of the Company, on suitable blanks furnished by the Company, a full and complete statement sworn to by him and by the purchaser of any wholesale lot of washers or flues, of the true amount of money paid and received and all transfers or representatives of value delivered or received from such sales of such articles and rights granted under any contract purchased by him, or transferred or sold by him.

27. The "Agent" further agrees that at all times he will conduct the business of selling the said Washers, Ovens and Flues, and Family Rights for same, in a business-like manner and use his utmost endeavor to introduce and sell the same to actual users thereof, and he hereby agrees that he will relinquish the right granted him to any territory he may at that time be in possession of (upon demand made upon him by the "Company") if he fails to sell less than fifty (50) Family Rights in the aggregate for said Washers, Ovens and Flues, each and every thirty (30) days as above mentioned.

28. It is *clearly* understood that the "Company" SHALL NOT BE RESPONSIBLE IN ANY MANNER WHATEVER FOR COLLECTION OF ANY OF THE AFORESAID COMMISSIONS DUE SAID "AGENT." [45]

29. In making sale of this or any of the within named Wholesale lots of Washers, Ovens and Flues, four contract forms must be filled out, one (1) to be retained by the purchaser, three (3) to be sent to the "Company," and on approval by the "Company" its seal will be placed on the same, one of which will be sent to the purchaser (in exchange for the one held by him), one to the salesman, and one to be placed on file in the offices of the "Company."

30. The said "Agent" shall have the right (if he so desires) to have said Ovens made for Retail and Wholesale purposes with the proviso: that the Flues used in said Ovens shall be purchased from the "Company" at One Dollars (\$1.00) each, F. O. B. Cars Los Angeles, Cal., Lauderdale, Miss., or the "Company's" nearest shipping point; the same to be determined by the "Company," cash with order. Said Ovens must be of the same construction and material as those furnished now and hereafter by the "Company," and the Agent agrees to report to the "Company" all of such ovens made by or for him.

31. The said "Agent" agrees to POST, INFORM AND EDUCATE ALL PERSONS TO WHOM HE MAY SELL FAMILY RIGHTS AND ALL PERSONS HE MAY APPOINT AS SUB-AGENTS OR PERSONS TO WHOM HE MAY SELL SAID AR-

TICLES AT WHOLESALE, so that they may fully understand and know how to operate the said Washer, Oven and Flue to the best possible advantage that their labors may be profitable.

32. Neither the "Company" nor any member of it shall be responsible for said instructions, and the said "Agent" hereby agrees to remain under his instructor or educator until he is posted, informed and educated as above stated.

33. The "Company" shall not be responsible in any manner for any agreements that said "Agent" or his sub-agents may make which do not exist in this document; and the said "Agent" shall have all the profits derived from the sales of said Family [46] Rights sold by him or his sub-agents.

34. The said "Agent" shall not give his sub-agents more than Twenty-five (\$25) Dollars on the sale of each one hundred and fifty dollars (\$150) wholesale lot, seventy-five dollars (\$75) on each five hundred dollars (\$500) wholesale lot, one hundred dollars (\$100) on each one thousand dollars (\$1,000) wholesale lot, two hundred dollars (\$200) on each twenty-five hundred dollar (\$2,500) wholesale lot and three hundred and seventy-five dollars (\$375) on each five thousand dollar (\$5,000) wholesale lot of the goods, hereinbefore mentioned made by said sub-agent.

35. This Contract is not transferable, except in case of death of said "Agent" (unless by the consent of the "Company") and said transfer must bear the seal of the "Company."

36. The "Company" agrees to furnish the said

“Agent” with blank formes at his expense in “Agent’s Outfit” of printed matter (said outfit containing other printed matter and certified copy of each of the above mentioned Letters Patent; furnished by the “Company” at Five Dollars (\$5.00) per outfit, cash with order) for use by him in entering into contracts and sales to others in accordance with these forms; and said “Agent” is hereby authorized and empowered to execute such contracts provided they are in accordance with this and other contract forms printed by the “Company” and the said “Agent” has not forfeited the right herein conveyed; the said “Agent” is not to use any form of contract not printed and furnished by the “Company.”

37. It is agreed by and between the parties hereto that all agreements or contracts of sales made or entered into by the said “Agent” shall be sent to the “Company” immediately upon being entered into, for the ratification and approval of the said “Company” and the “Company” agrees to act upon all sales made by the “Agent” upon presentation of the same at its offices [47] at Los Angeles, California, within sixty (60) days after execution, and it will record and register such agreements in proper books kept for that purpose. Any contract or agreement made by the “Agent” and not sent to the “Company” for approval and ratification shall become null and void after the expiration of five (5) days from the date thereof.

38. It is understood and agreed, and the “Agent” hereby specifically consents and agrees, that in the

event of said "Agent" violating any of the terms of this agreement that he shall forfeit all right to transact business under and by virtue of the rights hereunder conveyed and the "Company" may refuse to recognize said "Agent" as a lawful representative without notice.

Witness our hand and seal this 7th day of July, 1911.

DOMESTIC UTILITIES MANUFACTURING COMPANY.

By W. P. ELLIS,
Secty.

WITNESSES.

COUNTERSIGNED BY

Sales Agent sign here.

ELIZABETH BERGLUM (Seal)

Purchaser Sign Here _____(Seal)

E. KUNDSEN (Seal)
(Seal)

(of)

(Com-)

(pany.)

(Party of the Second Part)

Signed, sealed and delivered for the purpose herein mentioned.

I have read the above instrument and understand its contents perfectly. It embraces the entire con-

tract and there are no verbal agreements not contained therein.

PURCHASER SIGN HERE—————(Seal)

Witnesses: —————
—————

Address all Communications Unless Otherwise
Notified to DOMESTIC UTILITIES MANUFACTURING
COMPANY, LOS ANGELES, CALI-
FORNIA. [48]

(COPY)

RETAIL CONTRACT.

This indenture, made and entered into by and between the DOMESTIC UTILITIES MANUFACTURING COMPANY, a corporation, organized under the laws of the State of California, party of the first part, hereinafter called “Company” and ——— residing at ——— County of ——— State of ——— party of the second part, hereinafter called “Agent.”

WITNESSETH: That, whereas, the “Company” is now the owner of all the right, title and interest in Letters Patent of the United States bearing number 930,733, granted August 10, 1909, for improvements in clothes pounders, and known on the market as the

VACUUM CLOTHES-WASHER

and Letters Patent Number 907,102, granted December 15th, 1908, for improvements in Ovens, and known on the market as the

FOUR B OVEN

And, whereas, the “Agent,” hereinafter named, is desirous of obtaining the right to sell said Washers

and Ovens and Oven Flues for said Ovens.

NOW, THEREFORE, to whom it may concern, be it known that for and in consideration of ——— Dollars (\$——) this day paid to the “Company,” the receipt of which is hereby acknowledged, the “Company” has sold unto the said “Agent” ——— VACUUM CLOTHERS-WASHERS ——— No. 1 Four B Ovens, ——— No. 2, Four B Ovens, ——— Four B Ovens Flues, and does hereby grant unto the said “Agent” the right and privilege to sell Family Rights for the said Washers, Ovens and Flues to others for use.

The said “Agent” shall not sell the said Family Rights for the No. 1 and No. 2 Ovens for less than \$4.00 and \$5.00 [49] each, respectively; and the said Family rights for the Washers and the Oven Flues at \$3.50 and \$2.00 respectively; and to each purchaser of a Family Right shall be given one Oven or Washer or Flue by said “Agent.”

The “Company” agrees to furnish the said “Agent” all the No. 1 and No. 2 Ovens, Washers and Flues he may hereafter desire, to be paid for when ordered, at the prices stated in the following table, F. O. B. cars Los Angeles, Cal., Lauderdale, Miss., or the “Company’s” nearest shipping point; the same to be determined by the “Company.”

No. 1 OVENS, RETAILING

AT \$4.00 EACH.		WASHERS
1 at	\$3.75	1 at \$3.00
6 at	3.25 each	6 at 2.50 each
12 at	3.00 each	12 at 2.00 each
24 at	2.75 each	24 at 1.75 each
48 at	2.50 each	48 at 1.50 each

No. 2 OVENS, RETAILING

AT \$5.00 EACH.

FLUES.

1 at \$4.50

1 at \$1.75

6 at 4.00 each

6 at 1.50 each

12 at 3.75 each

12 at 1.35 each

24 at 3.50 each

24 at 1.25 each

48 at 3.25 each

24 at 1.15 each

It is agreed by and between the parties hereto that this agreement or Contract of sale shall be made in triplicate; two of the same shall be sent to the "Company" at Los Angeles, California, immediately upon being entered into for the ratification and approval of the said "Company," one to be placed on file in the offices of the "Company," the other to be returned to the purchaser, the third to be retained by the salesman. [50]

This Contract or agreement shall become null and void if not sent to the "Company" for their approval and ratification within five (5) days from date hereof.

Witness our hands and seals this — day of —, 1910.

DOMESTIC UTILITIES MANUFACTURING COMPANY.

By _____,
(Seal of Company.)

WITNESSES:

Endorsed:

2

\$5000 AGENTS CONTRACT
DOMESTIC UTILITIES MANUFACTURING
COMPANY

With

E. KNUDSEN

Los Angeles

(Postoffice Address Here)

California

(County and State Here)

Real Estate

(Occupation)

E. Borglum.

(Name of Salesman Here)

Sierra Madre

(Postoffice Address Here)

Los Angeles, Cal.

(County and State Here)

Date — July 7, 1911.

Copyright. Domestic Utilities Manufacturing Co.
1910. [51]

[**Exhibit "B" to Complaint—Circular Letter.**]

Los Angeles, Cal., July 9, 1913.

AGENTS' NOTIFICATION.

Cancellation of Miss KNUDSEN'S MANUFACTURING RIGHT.

Dear Sir:

This letter is to notify you that Miss Elizabeth Knudsen's right to manufacture washers for the Domestic Utilities Manufacturing Company has

been formally cancelled. Copy of our letter to Miss Knudsen is as follows:

“Miss Elizabeth Knudsen,
39 West 34th Street,
New York.

Dear Madam:

On February 15th we notified you that your right to manufacture Vacuum Clothes Washers and sell same to the agents of this company on a royalty basis was cancelled. Since the above date you have continued to manufacture, sell and deliver these washers.

We are writing now only to say that we wish this arrangement discontinued at once and desire that you regard this letter as a formal notice to this effect, and also to say that we have instructed our Mr. H. L. Crooker in New York, to call upon you and arrange to pay you the cost of manufacture for all washers which you now have on hand. We desire to make a fair and equitable settlement with you in this matter, not in a spirit of appearing to be dissatisfied with the work which you have done, but merely because the exigencies of the business require it.

Kindly send us on receipt of this letter, a full and complete statement of all of the washers that you have sold and manufactured to date and accompany same with remittance for the royalty due us, in accordance with the letter which you sent us in which you stated that a statement of this kind would be forthcoming from you on the first of May.” [52]

This manufacturing right was given to Miss Knudsen in the early stages of the business in the

East, before we began to manufacture machines in the East.

We want you to thoroughly understand that this cancellation of Miss Knudsen's manufacturing right is not for the purpose of throwing any discredit on Miss Knudsen, but is made necessary in order to expedite the filling of orders and the ratification of contracts.

On and after the receipt of this letter all orders for washers, together with the company part of the money, must be sent direct to the company, according to contract, unless otherwise notified.

Yours truly,

DOMESTIC UTILITIES MFG. CO.

EXHIBIT "B."

[Endorsed]: Civ. No. 363. In the District Court of the United States, Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company (a Corporation), Edwin R. Crooker, Harry L. Crooker, Louis E. Crooker, W. P. Ellis and F. W. Sterling, Defendants. Complaint. Filed Jan. 26, 1915. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deyupt. Robert L. Hubbard, 838 Van Nuys Bldg., Attorney for Plaintiff. [53]

That on said 26th day of January, and concurrently with the filing of the complaint in said action, said plaintiff filed in the office of the clerk of this court the following affidavits:

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

VS.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, EDWIN R. CROOKER,
HARRY L. CROOKER, LOUISE E.
CROOKER, W. P. ELLIS and F. W.
STERLING,

Defendants.

**Affidavit of Mrs. M. E. Marsh in Support of
Application for Order of Arrest of Defendants.**

State of California,
County of Los Angeles,—ss.

Mrs. M. E. Marsh, being first duly sworn, according to law, deposes and says: I am over the age of twenty-one years and a resident of Los Angeles, California.

On the 24th day of January, 1915, I called up telephone number 74342 of the Home Telephone exchange in the City of Los Angeles, California; that a very coarse man or male voice answered the telephone; I asked if I might speak to Mrs. Crooker; the person at the other end of the telephone said "Yes, certainly"; after a little time, a lady's voice answered the telephone and I asked: "Is this Mrs. Crooker?"; the person at the other [54] end of the telephone answered: "Yes." I then said: "I want to ask you about and how I can find Mrs. Cayce.

I want to see her about her land.” I then said, “I met your husband, Mr. E. R. Crooker, and Mrs Cayce a few months ago, and would like to talk to them again before I return to my home.” The lady’s voice at the other end of the phone then asked who I was, and I gave my name as Mrs. Reed, and asked where I could see Mrs. Cayce. The lady’s voice at the other end of the telephone said “I cannot tell you. I have not seen her in three months, but I think she is in the city somewhere. Her attorneys are Davis, Kemp and Post, Marsh-Strong Building.” I then said, “Where can I see Mr. Crooker?” The voice at the other end of the telephone replied: “He is in Brawley.” I then asked how long he would be there, and the voice at the other end of the telephone said, “Only two or three days.” I thanked the person and hung up the telephone receiver.

Affiant further says, that when she called the number 74342 first she received no reply; that she called several times and getting no answer, she called up F93 on said telephone system which is known as “Information” and asked for the telephone number of Mr. Edwin R. Crooker; that the operator at “Information” told affiant to call the “Chief Operator”; that affiant then called “Chief Operator” and explained that she was unable to get 74342; the Chief operator then told affiant to call up “Information” again and that if the number was correct to call that number again; that affiant then called “Information” again and was told that 74342 was the right number; she then called 74342 again and got

the replies hereinabove set forth.

Further affiant saith not.

, Mrs. M. E. MARSH. [55]

Subscribed and sworn to before me this 25th day
of January, 1915.

[Seal] ROBERT L. HUBBARD,
Notary Public in and for Los Angeles County, State
of California.

[Endorsed]: Civ. No. 363. In the District Court
of the United States, Southern District of Cali-
fornia, Southern Division. Elizabeth Knudsen,
Plaintiff, vs. Domestic Utilities Manufacturing Com-
pany (a Corporation), Edwin R. Crooker, Harry L.
Crooker, Louise E. Crooker, W. P. Ellis and F. W.
Sterling, Defendants. Affidavit of Mrs. M. E.
Marsh. Filed Jan. 26, 1915. Wm. M. Van Dyke,
Clerk. By Leslie S. Colyer, Deputy. [56]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), EDWIN R.
CROOKER, HARRY L. CROOKER, LOU-
ISE E. CROOKER, W. P. ELLIS and F. W.
STERLING,

Defendants.

**Affidavit of Jane C. Orr in Support of Application
for Order of Arrest of Defendant.**

State of California,

County of Los Angeles,—ss.

Jane C. Orr, being first duly sworn according to law, deposes and says:

I am over the age of 21 years and have been acquainted with Elizabeth Knudsen, the above-named plaintiff, for about 15 or 16 years; that in about the month of April, 1914, at the request of Elizabeth Knudsen I undertook to locate the office of the Domestic Utilities Manufacturing Company in the City of Los Angeles; that I found in the Marsh-Strong Bldg., in the City of Los Angeles upon the doors of offices in said building the name "Domestic Utilities Manufacturing Co."; that affiant was then informed and now believes that at that time said company occupied four rooms in said building; that she undertook to enter said office and was met by a man who inquired of her what she wanted and who she wanted to see; that she told the [57] person that she was an agent of the Domestic Utilities Manufacturing Company and wanted to speak to Mr. Edwin R. Crooker; that the person referred to said to affiant, "I have been here a year and your name does not appear upon our books"; that the person referred to stood in the doorway of said offices and affiant did not enter the offices; that she inquired for W. P. Ellis and was told by the person referred to that he was not in.

Affiant further says that on the 23d day of Jan-

uary, 1915, she again called at the Marsh-Strong Bldg., and sought the office of the Domestic Utilities Manufacturing Company, that she went to the rooms formerly occupied by said company in said building; that the name Domestic Utilities Manufacturing Company had been removed from the doors of said offices and she was unable to find any offices in said building with the sign of said company upon them; that she called at the office of the Marsh-Strong Building, found a person in charge thereof, and from that person affiant inquired where she could find the Domestic Utilities Manufacturing Company, and was informed by the person in charge that the Domestic Utilities Manufacturing Company did not occupy any offices in said building and had not occupied any offices in said building for some time past, and affiant was by said person referred to the attorneys of Domestic Utilities Manufacturing Company for information.

Affiant further says that she was acquainted with and in daily communication with Elizabeth Knudsen at the time of the purchase by Elizabeth Knudsen of 1667 clothes-washers from the Domestic Utilities Manufacturing Company on or about the 7th day of July, 1911; that she knows that the said Elizabeth Knudsen bought said clothes-washers and entered into a contract with the Domestic Utilities Manufacturing Company for the purpose of [58] engaging in the sale of said clothes-washers to the public; that immediately after entering into said contract with Domestic Utilities Manufacturing Company, the said Knudsen actively entered upon

the enterprise and began the sale of clothes-washers; that she knows from personal conversation with said Knudsen and hearing the said Knudsen make her plans for the sale of washers, that the said Elizabeth Knudsen contemplated no business in connection with the said contract or with the Domestic Utilities Manufacturing Company except the sale and delivery of said clothes-washers to the public. Affiant further says that she has every reason to believe and does believe that the said Elizabeth Knudsen entered into said contract and into relations with the said Domestic Utilities Manufacturing Company with an honest and fixed purpose to do only a legitimate business in the sale of said washers; that she has good reason to believe and does believe that the said Elizabeth Knudsen never at any time at or about the time of purchasing said contract, or for a long time thereafter suspect or believe that the said business was tainted with fraud or that it was in the nature of an endless chain scheme, or that the business and purpose of said corporation was to sell contracts only, or that said business was other than a legitimate and straightforward business. Affiant further says that the washing-machines manufactured and sold by Domestic Utilities Manufacturing Company are of an excellent character and if offered for sale to the housewives of the country would sell in great numbers and readily; that the excellence of the clothes-washers themselves was calculated to and did induce many women of her acquaintance to engage in an effort to sell the same to the public, and that as she believes if the Domestic

Utilities Manufacturing Company had delivered the washers sold and had been actually engaged in the manufacture and sale of said [59] washers that said business would have been a great success and profitable to all persons engaged in the sale of said washers. Affiant further says that she examined said washers and became fully convinced that they were an excellent article and that they would sell readily to the public. Affiant further says that at all times since the entering into said contract by said Elizabeth Knudsen on the 7th day of July, 1911, affiant has been intimately acquainted and associated with said Elizabeth Knudsen; that she knows that when Elizabeth Knudsen first learned or began to realize that the purpose and object of the company was not to sell washers and other articles, but to sell contracts and reap their profits from the sale of contracts only, the said Knudsen was greatly depressed, disappointed and discouraged, and that said Elizabeth Knudsen immediately took steps to reimburse persons who had invested in said business at her solicitation, and that she continued to reimburse such purchasers until her available funds were exhausted, and affiant knows that said Knudsen has promised and obligated herself to reimburse other persons who suffered losses by investment in said business and in the purchase of said contract and washers through her influence, and that in a number of instances the said Knudsen has given her promissory notes representing the amounts to be reimbursed and has paid and is paying interest on said notes to said persons. Affiant further says that she knows of a number of

instances where the said Elizabeth Knudsen took notes from persons purchasing washers from her and when the said Knudsen learned of the character of said business she surrendered and delivered to the makers of said notes the notes that had been given to her. Affiant further says that she knows that the said Elizabeth Knudsen has converted property belonging to her into money, and [60] has used the money to reimburse persons who suffered loss in said business at the solicitation of said Knudsen. Affiant further says that she knows that the said Elizabeth Knudsen at the time of purchasing said contract and said washers had in bank and otherwise available as much as \$30,000 or more, and affiant knows that at this time the said Elizabeth Knudsen has very little, if any, money, and affiant knows of the said Elizabeth Knudsen having borrowed money with which to meet her expenses during the past 30 days, and affiant further says that the said Knudsen has not engaged in any other business than the enterprise hereinabove referred to during any of the time since the purchase of said contract and washers by the said Knudsen. Affiant further says that she knows that the said Elizabeth Knudsen has spent large sums of money in her efforts to recover from the Domestic Utilities Manufacturing Company and the other defendants in this action, the monies by her paid to them

Affiant further says that Elizabeth Knudsen, the plaintiff in this action, is a person of excellent character and enjoys the confidence and esteem of a large circle of intelligent and well-to-do friends, and affiant

is very sure that the said Elizabeth Knudsen would not knowingly engage in any transaction of a shady or questionable character, and affiant believes that the said Elizabeth Knudsen will, as speedily as she has financial ability so to do, continue to reimburse all persons who lost money in said enterprise through her until they are all satisfied.

Further affiant saith note.

JANE C. ORR.

Subscribed and sworn to this 23d day of January, 1915, before me by the above-named subscriber.

[Seal] RUEBY F. PAULSEN,
Notary Public in and for Los Angeles County, State
of California. [61]

[Endorsed]: Civ. No. 363. In the District Court of the United States, Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, (a Corporation), Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, Defendants. Affidavit of Jane C. Orr. Filed Jan. 26, 1915. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy. [62]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), EDWIN R.
CROOKER, HARRY L. CROOKER, LOU-
ISE E. CROOKER, W. P. ELLIS and F. W.
STERLING,

Defendants.

**Affidavit of Martin L. Sugarman in Support of
Application for Order of Arrest of Defendants.**

State of California,

County of Los Angeles,—ss.

Martin L. Sugarman, being first duly sworn, on oath deposes and says: That on the 23d day of January, 1915, he visited the Marsh-Strong Building, at the southwest corner of Ninth and Main Streets, in the City of Los Angeles, State of California, for the purpose of ascertaining the whereabouts of the offices of Domestic Utilities Manufacturing Company; that he examined very carefully the "directory of tenants" in the lobby of said building and that said directory did not disclose the name of the Domestic Utilities Manufacturing Company.

Affiant further says that on the 22d day of January, 1915, he had a conversation with one Frank Reeves, at the office of said Reeves, 1112 and 1114 Marsh-Strong Building, Los Angeles, [63] and

that said Frank Reeves stated to said affiant that one Edwin R. Crooker was at the time of said conversation in England.

In said conversation said Reeves stated to said affiant that he had been connected with Domestic Utilities Manufacturing Company in its clothes-washer business and was still connected with said business and with said Edwin R. Crooker; that the Domestic Utilities Manufacturing Company in their clothes-washer business had in fact nothing to sell, except paper and that it had no commodity to place in the hands of its agents; that he, the said Reeves, had a proposition that he was going to put on the market and that would beat the Crooker Clothes-Washers Proposition 300%. Said Reeves further said to said affiant, that Edwin R. Crooker has made two and a half million dollars out of the clothes-washer proposition.

Affiant further says that said Reeves said to affiant: "I have the brains of the clothes-washer proposition now in my company, F. W. Sterling, who was with Crooker in the clothes-washer business and who was the brains of that proposition is now associated with me in my proposition."

Affiant further says that said Reeves told affiant that he, the said Reeves, had taken in as much as \$3,000.00 in checks through the mails in a single day while he was in charge of said clothes-washer business for the Crookers.

Affiant further says that said Frank Reeves said to affiant at said time and place: "If you want to invest some money in the clothes-washer business I

can arrange that for you, but take my advice and put your money in my proposition.”

Further affiant saith not.

MARTIN L. SUGARMAN. [64]

Subscribed and sworn to before me by the above-named subscriber, this 25th day of January, 1915.

[Seal]

ANDREW M. STRONG,
Notary Public in and for the County of Los Angeles,
State of California.

[Endorsed]: Civ. No. 363. In the District Court of the United States, Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company (a Corporation), Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, Defendants. Affidavit of Martin L. Sugarman in Support of Application for Order of Arrest of Defendants. Filed Jan. 26, 1915. Wm. M Van Dyke, Clerk. By Leslie S. Colyer, Deputy. [65]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), EDWIN R.
CROOKER, HARRY L. CROOKER, LOUISE
E. CROOKER, W. P. ELLIS and F. W.
STERLING,

Defendants.

Affidavit to Obtain Order for Arrest of Defendants.

State of California,

County of Los Angeles,—ss.

Elizabeth Knudsen, being first duly sworn according to law, deposes and says: That she is the plaintiff above named.

That she is informed and believes, and upon such information and belief states the fact to be that the defendants and each of them are about to depart from the State of California, and from the United States, with intent on the part of each and all of the above-named defendants to defraud the creditors of the Domestic Utilities Manufacturing Company, and she further says, that her said information and belief is founded upon the following facts:

That Domestic Utilities Manufacturing Company is a corporation, organized and existing under and by virtue of the laws [66] of the State of California, and at all times mentioned in this affidavit has had and maintained its principal place of business in the City of Los Angeles, in the County of Los Angeles, and State of California.

That the defendants Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, and each of them have been, at all times mentioned in this affidavit, and each of them now are, residents and citizens of the State of California.

That on, to wit, the 7th day of July, 1911, at the City of Los Angeles, in the State of California, affiant entered into a contract in writing with the defendant, Domestic Utilities Manufacturing Com-

pany, a copy of which said contract is hereunto attached, marked exhibit "A" and made a part hereof.

Affiant is informed and believes, and upon such information and belief says, that on said 7th day of July, 1911, the defendants Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling and each of them were, and that at all times mentioned in this affidavit, they and each of them have continued to be and that each and all of them now are, members and stockholders in the defendant corporation, Domestic Utilities Manufacturing Company, and that at all times mentioned in this affidavit, all of said individual defendants have been and now are directors and officers, or directors or officers of said Domestic Utilities Manufacturing Company, the defendant corporation, but that she is unable to say, for want of knowledge, during what period or periods of time any of said persons acted as directors only, or as officers only or as both directors and officers of said corporation defendant, with greater particularity [67] or certainty, but she is informed and believes and upon such information and belief says, that on said 7th day of July, 1911, the defendant W. P. Ellis was the secretary of said corporation, and on said date was performing and did perform the duties of said office, and did, on said date, and as such officer, subscribe his name to said contract, exhibit "A," herein set forth by copy, and did on said date, and as such officer attach the name and official seal of Domestic Utilities Manufacturing Company to said written contract. She further says that at the time of the making of said contract

on said date, she subscribed her name thereupon as a party thereto.

Affiant further says, that before, and at the time of, the signing of said contract by said corporation and this affiant, said corporation, by and through its officers, the individual defendants herein, had caused to be written, printed and publicly circulated divers and sundry papers, circulars, documents, booklets, prospectus and letters, wherein and whereby the defendants and particularly the defendant corporation offered for sale and offered and proposed to sell to members of the public, certain therein described clothes-washers, ovens and flues, and certain therein described patent rights and territorial rights and the right to purchase and to sell, at wholesale and retail, said washers, ovens, flues and to sell patent rights and territorial rights to others. That affiant received and read divers and sundry of said papers, circulars, documents, booklets, prospectus and letters and read them before entering into said contract, and that she believed and relied upon each and every statement contained in said papers, circulars, documents, booklets, prospectus and letters, and so believing and relying thereupon, [68] entered into and executed said contract as aforesaid, and purchased from the defendant corporation 1667 vacuum clothes-washers and paid defendant corporation therefor the sum of \$5,000.00

That she replied upon the promises and agreements set forth in said contract and each of them, and so relying thereupon entered upon the business of selling said clothes-washers in wholesale lots and

at retail, and in accordance with the terms of her contract and at the prices and on the terms and under the conditions required by the terms of her said contract with the defendant corporation; that in entering upon and prosecuting the said business, she was put to large outlay and expense which she laid out and paid from her own private funds; that she employed other persons and paid them for their services; that she spent large sums of money in traveling from place to place and in selling large numbers of said washers; that she established throughout the United States, at a number of cities, suitable and sufficient places of business wherein to conduct the business of selling said washers; that in establishing said places of business, she paid out large sums of money for rents, leases and in fitting up said places of business; that she established at various cities in the United States, factories for the manufacture of said washers and paid out and expended large sums of money in so doing, to wit, the sum of \$34,531.02; that she advanced and paid to said defendant corporation Domestic Utilities Manufacturing Company large sums of money in payment for large numbers of said clothes-washers, to wit, \$13,005.00, and ordered the said Domestic Utilities Manufacturing Company to deliver to her said washers, by shipment thereof to various persons and to various points throughout the United States, but which said washers were never delivered to [69] her by said Domestic Utilities Manufacturing Company; that she was compelled to and did reimburse the losses of other persons to whom she had sold washers under

said contract in the sum of \$16,873.50, and devoted two years time to said business at a loss to her in time of the value of \$6,000.00.

That in all things and in each and every particular, affiant kept, carried out and performed the said contract so entered into on said 7th day of July, 1911, by and between affiant and said Domestic Utilities Manufacturing Company, the defendant corporation herein, but that the defendant corporation Domestic Utilities Manufacturing Company disregarding its said agreements and said contract, utterly failed, neglected and refused to keep, carry out or perform *it* said contract with affiant, and failed and refused to deliver to affiant or to ship to her order the 1667 vacuum clothes-washers so bought by affiant from defendant corporation, or any part or portion thereof, though often demanded after the same were due, by the terms of said contract, to be delivered to affiant; that said defendant corporation, on divers and sundry occasions shipped and delivered to customers of and purchasers from this affiant, defective, damaged and unsalable clothes-washers, and clothes-washers that were utterly worthless and unfit for sale or for use or for any purpose whatever, and in insufficient quantities and less than were ordered and paid for by affiant to said defendant corporation; that the defendant, Domestic Utilities Manufacturing Company likewise failed, neglected and refused to deliver to affiant, and refused to ship to her order, as required by the terms of said contract more than or about 30,000 of said vacuum clothes-washers which had been sold by affiant to members of the public,

customers of affiant; that she sold in all, more than 36,000 of said washers; that the [70] defendant corporation never did deliver to affiant more than 4,000 of said washers. Affiant further says that the defendant corporation during about one year from and after the said 7th day of July, 1911, continually and repeatedly failed to deliver to affiant or to ship to her order, clothes-washers sold by her, and until she had sold and had become obligated to deliver to her purchasers about 7,000 of said washers, and that, in order to carry out her agreements and contracts with her said customers and purchasers, and to avoid failure upon her part to perform her every agreement with her said purchasers, and to act in perfect good faith with said purchasers, she was compelled to and did establish manufactories and was compelled to and did manufacture washers with which to fulfill her said agreements; that during said time of about one year, above mentioned, the defendant corporation by and through its officers and members, the individual defendants herein pretended to be unable to manufactures said washers for said trade or to meet the demands of the public or to comply with its said contract with this affiant and other contract holders holding contracts with said defendant corporation of the same nature as the contract held by affiant, and in that regard says:

That the defendants Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, co-operating one with the other and confederating together, conspired to deceive, to cheat and to swindle this affiant and others by means of

and through the agency of said papers, circulars, documents, booklets, prospectus and letters and their contents so written, printed and publicly circulated by the defendants as hereinabove alleged, and by means of the contents of said contract [71] of July 7, 1911, to cheat, to defraud, and to swindle this affiant, and to that end represented, stated, set forth and pretended in all said documents, and by the contents thereof lead readers thereof to believe, that said Domestic Utilities Manufacturing Company was actually and really engaged in the manufacturing and sale, at wholesale and retail, of vacuum clothes-washers, ovens and flues, to its agents and their customers and the public; that said statements and pretenses and representations in all said documents and in said contract were false, and were a sham and deceit, and worked a fraud upon affiant, in this, that defendant corporation was not, nor had it ever been actually or really manufacturing for sale for selling, either at wholesale or retail, said washers, ovens or flues, or any of said articles, except that said defendant corporation manufactured a few of said washers, ovens and flues for the mere purpose of show and not for delivery to buyers or to its agents, or their purchasers, and in that regard she says:

That she is informed and believes, and upon such information and belief says, that the defendants have caused to be manufactured all told, only a few thousands of said washers, in no event exceeding 500,000 of said washers; that defendant corporation sold about 10,000,000 of said washers; that to fill the con-

tracts actually sold by said defendant corporation and to deliver all washers which, by the terms of the contracts actually sold by said defendant corporation to its agents and their purchasers and the public, said defendant corporation became obligated to deliver, and promised and agreed to deliver as many as ten millions of said washers. [72]

That instead of being actually and really engaged in the manufacture and sale of said washers and other articles, the said defendant corporation made a pretense so to do as a mere blind, shield or screen to its real business and objects, which were, to sell its said contracts, such as the one that is set forth in this affidavit, to members of the public and inducing the original purchasers of said contracts to sell other contracts like them and subcontracts as provided for in all said contracts, and to reap a portion of the purchase price of each of said resold contracts for the benefit, gain and enrichment of the defendant corporation, without the intention on the part of said corporation to deliver the washers or other articles ordered by the buyers of said original or resold or subcontracts.

That in furtherance of said scheme, and for the purpose of carrying out its plans and purposes of swindling the public, its agents and particularly this affiant, the defendant sought by every means in *their* power to encourage the sale of contracts like the one herein set forth, and to discourage in every way possible, the actual sale to the public, by its said agents and their subagents, of said washers and other articles, and in that regard, and with ref-

erence to the contract so sold by said defendant corporation to this affiant and with reference to the dealings between said corporation and its officers, and the individual defendants herein, and this affiant, and in carrying out the scheme and plan of said defendants to cheat, to defraud, and to swindle this affiant, affiant says:

That at all times after the purchase of said contract herein set forth from defendant corporation, the defendants [73] and each of them have hindered and prevented her from doing the business therein contemplated, by refusing and failing to deliver the washers by her purchased from the defendant corporation, and she says said washers have never been delivered to her.

Affiant says that she purchased from said defendant corporation and paid to defendant corporation \$13,003.00, the full price of 12,337 vacuum clothes-washers, which she had sold and agreed to deliver to others.

That the defendant corporation received said sums of money in payment for said several lots of washers; that after receiving the money purchase price thereof from affiant, the defendant corporation failed, neglected and refused to deliver said washers or any of said lots of washers or any part thereof, and none of said washers have ever been delivered by the defendant corporation or by anyone for it, to affiant or to her purchasers or to any person or persons for her or for them; that at the time of and after the purchase and payment for each of said lots of washers and repeatedly thereafter, affiant

demanded of the defendant corporation the delivery of all said washers; that defendant corporation failed and refused to deliver said washers or any of them and still fails to deliver the same or any part thereof; that affiant has repeatedly demanded the repayment of the said several sums of money so paid by the affiant to defendant corporation for said several lots of washers; that the defendant corporation has failed and refused and still fails and refuses to repay to affiant said sums of money or any of them or any part thereof, and still retains and keeps all said money. [74]

That affiant established factories and salesrooms in the City of Chicago, Illinois, and in the City of New York, New York, and salesrooms in the cities of Portland, Oregon, Salt Lake City, Utah, Denver, Colorado, Toronto and Vancouver, Canada, wherein and whereby to supply said washers to persons to whom she had sold said washers; that said factories and salesrooms and factories were established by her with the consent and authority of the defendant corporation; that after she had established said factories and salesrooms and had begun to manufacture said washers in said cities for said purpose defendants set divers and numerous persons into said City of Chicago, and into said City of New York and into each city where she established said factories and salesrooms and offered through said persons to sell to and to supply the public with said washers at and for the price of forty cents each; that said price was less by more than one-half than affiant was permitted, by the terms of her said contract with said defendant cor-

poration to buy said washers from said corporation; that by the terms of said contract, affiant and her subcontractors were prohibited from selling any of said washers at retail, or the family right to use the same for less than \$3.50 for each washer for the first or initial sale, and \$1.50 for each washer for subsequent sales, and the right to use washers so purchased was limited to the one family purchasing the right and such washer or washers; that the offering to sell said washers to the public by the defendants at such low price was intended to prevent, and did prevent affiant from finding purchasers for washers offered by her for sale at \$3.50 each or \$1.50 each as above alleged, and prevented affiant from carrying out the business of selling said washers as by the terms of her contract she had a right to do; that affiant was, by the [75] offering by the defendants to sell said washers at such low price in said markets as aforesaid, completely driven out of business at said cities of Chicago and New York and elsewhere in cities above named, and was caused great damage thereby.

That after affiant had secured permission and authority from the defendant corporation to manufacture said washers with which to supply those who purchased the same from her, and after she had expended large sums in establishing said factories and salesrooms in said several cities, and after she had paid out and expended large sums of money to effect the sale of said washers, and at a time when affiant had built up a large and profitable business in the sale of said washers, defendants, in furtherance of their said conspiracy and with the design of driving

affiant out of the business of manufacturing said washers for actual sale to the public, and with the design and purpose of crippling her financially and preventing her from getting any profits from said business and to cheat, to defraud and to swindle her out of her money affiant had paid for her said contract and said 1667 washers and for contracts paid for by affiant to the defendant corporation for the contracts and washers sold to other persons by her, wrongfully and willfully caused to be written, printed and circulated through the United States mails, and as affiant is informed and believes, and upon such information and belief says, to the extent of many thousands of copies, a circular letter in the words and figures set forth in one of said circular letters hereto attached and made a part of this affidavit and marked and designated exhibit "B." That the defendant corporation had not, previous to sending out said circular or at all, canceled affiant's right to manufacture said washers, nor had it notified affiant of any such action on its [76] part, but on the contrary said defendant corporation up to the time of sending out said circulars had been acknowledging, and at that time was acknowledging, and for a long time thereafter continued to acknowledge to affiant right and authority to manufacture said washers and her right and authority to sell the same and to deliver said washers to purchasers; that no such letter or notice as is stated or described in said circular letter, exhibit "B," to have been sent to or given to affiant was ever received by her, and, as affiant is informed and believes and upon such

information and belief says, no such letter or notice was ever sent to or prepared to be sent to affiant by defendants. She further says that the person named and referred to in said circular as H. L. Crooker never, at any time or place called upon affiant for the purpose set forth in said circular or for any like purpose. That said circular was wholly false and misleading and was wrongfully and willfully and viciously prepared and sent out by defendants to prevent affiant from carrying forward the business of actual manufacture and actual sale of said washers and for the further purpose of carrying out the scheme plan and conspiracy of defendants to cheat, to defraud and to swindle this affiant out of the money so paid by affiant to the defendant corporation, and to drive her out of business of actually manufacturing and actually selling said washers to the end that the defendants would thereby be the better enabled to cheat, to defraud and to swindle other persons, by selling to them contracts like the contract herein set forth by exhibit "A." That the sending out of said circular as aforesaid did injure affiant, and did destroy her said business, and deprived her of the confidence of the public and of her customers and her agents, and did cause her great loss and damage in money, as herein set forth. [77]

Affiant further says, that the defendants, Edwin R. Crooker, and H. L. Crooker and each of them, in furtherance of said conspiracy to cheat, to defraud and to swindle this affiant, openly and in a public meeting held by said Crookers in the Marbridge Building, at 34th and Broadway in the City of New

York, on or about April, 1913, and in a public meeting held by said Crookers in the Longacre Building at 42d and Broadway in said city and at other like meetings, in the City of New York and at several places in the City of Chicago, declared that this affiant had never had authority from the defendant corporation to manufacture said washers at any place; that said statements so made by said defendants Edwin R. Crooker and H. L. Crooker were false and were viciously made by them to injure and damage affiant, and to prevent her from carrying out her said contract and to ruin and drive affiant out of said business of actually manufacturing and actually selling said washers, as she had a right to do.

That before and at the time of the purchase of the said contract and said washers by affiant from the defendant corporation, the defendant Harry L. Crooker and Edwin R. Crooker and W. P. Ellis represented and stated to affiant that the defendant Domestic Utilities Manufacturing Company had procured and was the owner of patents and patent rights in Canada, the Argentine Republic, France, Germany, Russia, Norway, Denmark, Australia, Austria, Italy, Switzerland and other foreign countries and had the right to manufacture and sell in each of said countries the said vacuum clothes-washers and ovens. Affiant believed said statements and replied thereupon, and bought said contract and said washers with the intention and purpose of selling said washers and ovens in some or all of said countries and of [78] manufacturing said washers and ovens in many of said countries; that said repre-

sentations and statements were false; that said defendants knew them to be false at the time they were made by them; that said statements and representations so made by them were made to deceive this affiant and to induce her to pay her money to the defendant corporation; that affiant did not then know, nor did she learn of the falsity of said statements and representations until about March, 1912, when and after she had paid out and expended large sums of money in establishing a business in the City of Toronto, Canada, for the purpose of manufacturing and selling said washers in Canada; that before she expended any money in establishing her said business in said City of Toronto she applied to and received from the defendant Domestic Utilities Manufacturing Company, permission to manufacture and sell said washers in Canada; that after she had received such permission, she relied upon the representations of the defendants H. L. Crooker, Edwin R. Crooker and W. P. Ellis, so made to her and went to Canada on or about March, 1912, and then learned that said Domestic Utilities Manufacturing Company had secured no patents or patent rights in Canada, and had not any right whatever to manufacture or to sell said washers or said ovens in Canada; that affiant was not permitted by the laws of Canada to manufacture or sell in or to import to Canada for sale any of said ovens or washers, and was thereby greatly damaged and suffered large financial loss.

Affiant further says that in about July to December, 1912, she undertook to do business in Russia, Switzerland, France, Austria, England, Germany,

Norway, Denmark, Australia and Italy, in the manufacture and sale of said washers; that she investigated and in each of said countries learned that the defendant corporation [79] had not, at any time, either before or on or after the date, July 7, 1911, acquired, nor had it ever owned or had the right, by patent or otherwise in any of said countries, to manufacture or to sell said washers in said countries or any of them. That affiant in her efforts to carry on the business of selling said washers in said foreign countries expended large sums of money and all at great loss to her financially.

Affiant further says, that the acts of hindrance and obstruction and the many acts of deceit and fraud above set forth are but a small part or portion of the like or similar acts committed by the defendants against this affiant; that all said acts and things done by said defendants to and for the hurt and injury of affiant and her said business, were done and performed by defendants as part of a general scheme and plan of the said defendants to avoid the performance upon their part and upon the part of said defendant corporation, of the agreements and promises upon the part of said defendant corporation made in said contract of July 7, 1911, and herein sued upon, and to hinder, delay and annoy affiant in the performance of, and if possible, to prevent affiant from performing the said contract upon her part, and to prevent the actual manufacture and actual sale of said washers, by affiant, or through her said subagents in order that defendants might the more successfully ply their business of selling and reselling

said contracts on a mere pretense that the washers in each contract so sold and described would be delivered in the future, without any intention upon the part of defendant or any of them that the washers described in said contracts should ever be delivered at any time or place.

Affiant says that from the first she believed the said business was a legitimate and profitable business and that it [80] was a business capable of being developed and made permanent, and so believing persisted in her efforts to make the said business succeed in spite of the opposition of defendants herein; that she continued in that belief until in about September, 1913, when she discovered that the defendants were not sincere in making said contract and were trying to avoid the consequences of their agreements and promises by them made and by the said contract required to be performed upon the part of defendants, corporation and individuals. That in September, 1913, she made complaint against Domestic Utilities Manufacturing Company and the individual defendants herein, before the Postal authorities of the United States; that an investigation was ordered and was conducted before and by W. H. Lamar, Assistant Attorney General of the United States; that the Domestic Utilities Manufacturing Company, and the individual defendants herein, were called upon by said department to show cause before said department why a fraud order should not be issued against them; that the defendant Domestic Utilities Manufacturing Company appeared before said department and before the said W. H. Lamar, Assist-

ant Attorney General, and were given a hearing; that at the conclusion of said hearing it was determined by said department that the selling plan involved in the contract issued by defendant Domestic Utilities Manufacturing Company to the affiant herein, to wit, exhibit "A," hereto attached, and other like contracts issued by said defendant corporation to others was and were in conflict with the postal fraud and lottery statutes of the United States on the ground of being an endless chain scheme; that defendants were forbidden by said department to issue any more such contracts. She further says that the defendant corporation herein, acting by and through the individual defendants hereinabove named, has disregarded said determination and order of said department [81] and has continued and is continuing to issue said contract, as affiant is informed and believes.

That the defendants and each of them, although often requested by this affiant so to do, have failed and refused and still fail and refuse to repay to affiant any of the sums of money so by her paid to said Domestic Utilities Manufacturing Company, or any part thereof, and have refused and still refuse to pay to affiant any of the sums outlaid and expended by her or any part thereof, or to reimburse her for her losses by them occasioned and caused and by the defendants inflicted upon affiant, or any part thereof.

That it has been the universal and continuous practice of the defendants to cause to be issued to each purchaser of washers, ovens or fouses from defendant corporation, pretended and so-called warehouse re-

ceipts wherein it was recited and set forth that said purchasers were the owners and entitled to receive upon demand, the number of washers, ovens or flues stated in said so-called and pretended warehouse receipt, whereas in truth and in fact, no such washers, ovens or flues or any of them were ever on hand or in storage or in any warehouse, or even at any time existed; that such warehouse receipts, so-called, were delivered to affiant at the time of such purchase of washers made by her as aforesaid; that she often demanded of defendants the delivery of the washers in said receipts described; that in each and every instance, defendants failed and refused to deliver said washers or any of them to affiant and that she never did receive any of said washers.

Affiant further says, that the defendants have secured, by means of executing contracts of the same character of the contract herein set forth and sued upon and marked exhibit "A," in great numbers, and as affiant is informed and believes and upon such [82] information and belief says, defendants issued and caused to be issued many thousands of such contract, and that it has been the policy and plan of the defendants in each and every case to secure payment for said contracts and the washers, ovens or flues therein described and then to refuse to deliver said articles or any of them, or to deliver to the purchaser anything whatever; that many thousands of persons have, by the said plan and scheme been swindled by defendants out of their property and money and have been reduced to penury and want; that the defendant corporation and the individual defendants herein have practically at all times since the com-

mencement of business, and particularly during the past year, kept its and their money, property, both real and personal, and other effects hidden and covered up and out of the reach of legal process and secure in secret vaults and places of safety and seclusion known only to the defendants; that as affiant is informed and believes and upon such information and belief says, the said Domestic Utilities Manufacturing Company has property upon which seizures under the process of this court could be made, if the same can be found, and that the individual defendants herein have, as affiant is informed and believes, much property within the reach of the process of this court, but that all said property is hidden and secreted, so far as affiant has been able to ascertain. That all property owned by the individual defendants was acquired through the methods herein described. Affiant further says, that it is her belief that the defendants and each of them will, immediately upon learning of the filing of this action, absent themselves from the jurisdiction of this court, and will leave the State of California, and the United States, and avoid the service of writs and processes issued out of this court, upon them, and that they and each of the defendants will dispose of, [83] hide, secrete and remove any and all kinds of personal property by them or by any of them owned, and will, so far as in their power, hide and obliterate all evidence by means of which the monies and properties of the defendants and each of them could be located and reached. And will, if within their power, put all their property of every kind and nature beyond the reach of the process of this court. Affiant further

says that she has no adequate remedy for enforcement of any judgment she may secure in this action or for the protection of her rights in the premises—that the amount herein sued for is justly due from the defendant Domestic Utilities Manufacturing Company, and that the indebtedness became due through the fraud, deception and conspiracy of the said several individual defendants, and that she is in equity and good conscience entitled to recover the same from defendants. Affiant further says, that the said several defendants have repeatedly declared that no court could reach them or compel them to make restitution or to redress the wrongs by them committed; that the debt due from the defendant to affiant will be greatly endangered by the defendants departing from the jurisdiction of this Court and that the concealment of the property of the defendant corporation by the said several individual defendants is done, and has been done, and will continue to be done in the future, for the sole purpose of defrauding this affiant and others of sums of money justly due from the defendant corporation, and in furtherance of the plan, scheme and conspiracy of the several defendants to cheat, to defraud and to swindle this affiant and all other persons standing in a similar relation to the defendants herein by reason of having entered into similar contracts with defendant corporation through and by and under the management, control, direction, persuasion and inducement of [84] the said individual defendants herein, in manner hereinabove set forth and alleged.

That affiant was induced to enter into the contract sued upon in this action through the fraud, decep-

tion and false statements and representations made to her, the said affiant, by the defendants Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, as the agents, officers and representatives of the Domestic Utilities Manufacturing Company, committed, practiced and done and made at and before the entering into said contract by affiant, and by the terms of said contract itself, and plaintiff has on numerous occasions heretofore demanded of the defendants and each of them the redress of the wrongs done her by the defendants, and each of them, and has repeatedly told defendants that she would institute legal proceedings for the recovery by her of the sums paid by affiant to defendants under said contract, and for damages for the breach thereof; that defendants have repeatedly said to affiant that no court could reach them or compel them to make restitution or to redress the wrongs by them committed against this affiant and that the said defendants and each of them have, almost from the commencement of business by the defendant corporation, kept the property and assets of said corporation hidden, secluded, and so far as possible out of the reach of process of courts, and have kept the money of said corporation and their own money in private vaults and other secret places where the same could not be reached by the processes of law, and that Edwin R. Crooker, one of said defendants, has even threatened this affiant with violence and bodily harm, if she made further attempt to recover the monies due her.

Affiant further says, that the damages complained of [85] resulted from the breach of the contract

herein sued upon and were directly caused her by the confederation and conspiracy of the several individual defendants hereinabove named, co-operating, one with the others, to cheat, to defraud, and to swindle this affiant and to prevent her, the said affiant, from doing business as by the terms of said contract she had a right to do, and to completely ruin her financially and render her unable to seek redress through the courts for the wrongs done her by the several defendants.

Affiant further says, that the defendants, and each of them, have been guilty of a fraud in contracting the debt and in incurring the obligation for which the above-entitled action is brought.

Affiant further says, that the defendants and each of them have removed, have disposed of and have hidden, secreted and kept in secret places, the property of the defendant corporation, Domestic Utilities Manufacturing Company, and the property of each of the said several individual defendants for a long time prior to this date with intent to defraud the creditors of the defendant Domestic Utilities Manufacturing Company, and of them, the said several individual defendants, and particularly to defraud this affiant.

Affiant further says, that she makes this affidavit under the provisions of Sections 478, 479, 480, 481, and 482 of the Code of Civil Procedure of the State of California, and that she seeks thereby to secure an order of this Court for the arrest of the defendants, Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, and their detention until they and each of them give security

or bail under the provisions of the foregoing sections and under Sections 483, 484, 485, 486, 487, 489, 490 and subsequent sections to and [86] including Section 504 of the Code of Civil Procedure of the State of California, and under the Statutes of the United States in such case made and provided.

Affiant further says, that she is informed and believes and upon such information and belief says that whatever property is owned or claimed to be owned by the defendants, Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, was, by them acquired through the promulgation and practices *and practices* of fraud and deceit in the management and control of the defendant Domestic Utilities Manufacturing Company, and is in fact the property of the Domestic Utilities Manufacturing Company, and that the same should be subjected to the payment of debts and obligations of the Domestic Utilities Manufacturing Company.

Affiant further says, that she is informed and believes and upon such information and belief states the fact to be that the defendants, Edwin R. Crooker, and Harry L. Crooker, are the prime and chief instigators and perpetrators of the deceits, and frauds done and practiced by the Domestic Utilities Manufacturing Company upon this affiant and others, and that said two defendants have appropriated to their own use and benefit so by them and the other defendants herein made, done and practiced, and that said Edwin R. Crooker and Harry L. Crooker do not abide or remain in any one place for any considerable length of time but are for the most part and for the greater part of time traveling from one State to an-

other within the United States, and from the United States to foreign countries in carrying forward the business of defendant Domestic Utilities Manufacturing Company along the lines and upon the plans in this affidavit set forth and to the ends and purposes of acquiring money by deceit and fraud in the manner more particularly hereinabove set forth. [87]

Affiant further says, that the defendants Edwin R. Crooker has repeatedly stated within the past sixty days, to persons in the City of Los Angeles, that he intended to go to England to remain indefinitely.

Affiant further says that she is informed by persons whom she believes to be trustworthy and reliable, that at this time the defendant Edwin R. Crooker is hiding in the vicinity of Los Angeles, and is in daily communication with the defendant Louise E. Crooker at her home. That the defendants Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker and W. P. Ellis are at this time preparing for immediate departure from the United States by steamer for Australia with the intention of remaining permanently out of the United States, and that if these defendants are not prevented from sailing and succeed in getting out of the United States, she will forever lose all opportunity and every chance of securing redress for the wrongs done to and the fraud practiced upon her by the defendants herein. She is further informed that the defendant Edwin R. Crooker, to avoid service of process upon him and to escape discovery by creditors of said defendant corporation and by persons defrauded by the said Crooker and the other defendants herein, is hiding in the mountains near the City of Los Angeles.

Affiant further says that her information concerning the hiding of said Edwin R. Crooker was gotten in the following manner; a man who is engaged in business in the City of Los Angeles called affiant over the phone, asked her if she were Miss Knudsen, and whether she was at this time trying to find the said Edwin R. Crooker and others connected with the Domestic Utilities Manufacturing Company; affiant replied that she was [88] seeking those persons and had been for a long time; that the person speaking to her over the phone as above set forth, said in substance: "I know where Edwin R. Crooker is, and if you want to get him, I can tell you how to do so, but if you do want to get him, you will have to act quickly for the reason that he and his family and others of the defendants are preparing to leave the United States, and are getting their affairs in shape to sail for Australia in a very short time"; that the said Edwin R. Crooker was in daily communication with his wife who was at that time at the home of said Crooker and being 962 Gramercy Drive in the City of Los Angeles; that he got his information from a member of his own family who was connected in a business way with the said Crookers and other defendants herein and that the fact of the connection of the said member of this family with said Crookers had caused a great deal of trouble in his family and to him, and that for that reason he would not consent to the use of his name in connection with this action or at all, and stated to affiant that he knew the Crookers to be very vindictive, and that he believed they would do him great harm if they knew

that he had furnished affiant with information. Affiant further says that the party would not give her his name and stated that it was for the reasons above given. Affiant further says that the person speaking to her over the phone told her that Edwin R. Crooker was hiding in the mountains at some point on Mount Wilson, and that he was keeping under cover at that place to prevent his presence in Los Angeles County being known. Affiant further says that she has good reason to believe that she knows who the person speaking to her over the phone as above set forth, is, but that she does not desire to disclose his name or business in view of the statements made to her by such person, and out of a desire not to cause others trouble or annoyance with her affairs. [89]

Affiant further says that during the past twelve months she has repeatedly endeavored to locate the said Edwin R. Crooker and Harry L. Crooker and has repeatedly failed, but that within the last thirty days she had a conversation with a business man of the City of Los Angeles, and that the person referred to has had many dealings, and has done much business with and for the Domestic Utilities Manufacturing Company; that said person was reluctant to give affiant any information concerning the said company or the said Crookers and would not do so until affiant promised him that she would not in any way use his name in connection with this litigation; that she did promise not to use his name; that thereupon the person referred to told affiant that he had seen and talked with Edwin R. Crooker in the City of Los Angeles on or about the 20th of December,

1914; that the said Crooker had told him that he was preparing to leave the United States and to go to England where he expected to carry on business. Affiant further says that the person referred to at that time told her that he was about to get his business matters with the Domestic Utilities Manufacturing Company and the said Crookers fixed up so that he would not lose anything, and that he did not want to do anything that would make the Crookers angry at him, and feared that if his name was mentioned it would cause him great loss, and stated that he knew the Crookers to be so vindictive that they would not hesitate to do him injury if they were to find out that he had said anything about their affairs. Affiant further says that the person above referred to at the said time and place told affiant that the said Edwin R. Crooker had told said person that he, said Crooker, had just returned to America from England and that in England he was doing an excellent business, and was anxious to return to England because on the day that the war broke out, [90] he, the said Crooker, was about to close a \$100,000 deal; that said Crooker told him that in England the old business was very good, but that they were going to use the same old plan and contract that they used here in connection with the sale of clothes-washers, ovens and flues, and in the United States were going to operate with new and different scheme in connection with other articles.

Affiant further says that at various times during the past sixteen months she has tried to get service upon Edwin R. Crooker and Harry L. Crooker in an effort to get redress for the wrongs done her through

the court, but that in each instance the said Crookers have eluded service and have departed from the places where she sought to prosecute actions against them before service could be had upon them, and in this regard says, that in December 1913 she employed attorneys and paid them for their services in the preparation of the suit against the said Edwin R. Crooker and Harry L. Crooker in the City of Washington, D. C.; that during the hearing which was being conducted by the Honorable W. H. Lamar, and Assistant Attorney General of the United States, the said Edwin R. Crooker was given evidence before the said Lamar; that said hearing was continued at the noon recess and in the midst of the giving of testimony by said E. R. Crooker, that affiant had prepared an action against the said Crookers and was nearly ready to file and serve said action upon the said Crookers, and that as affiant believes the said Edwin R. Crooker became aware of her intentions in that regard and immediately left the City of Washington and did not return to conclude his evidence at said hearing, and affiant was unable to locate the said Crooker or the said Harry L. Crooker again until January 1914; that on said last mentioned date the said Edwin R. Crooker and the said Harry L. Crooker were in the City [91] of New York, that affiant learned of their presence in said city, that affiant employed counsel, and in conjunction with others who had employed an attorney by the name of Hammerman, caused a suit to be prepared for filing and service upon the said Crookers in the said City of New York; that as

affiant believes the said Edwin R. Crooker and Harry L. Crooker again learned that suit was about to be commenced against them, and that said Crookers either left the City of New York or concealed themselves therein and service could not be had upon them, nor could they be found thereafter. Affiant further says that in October 1913 the said Edwin R. Crooker and Harry L. Crooker were in the City of New York, that at that time plaintiff met said Crookers in said City of New York; that she employed James W. Osborn, an attorney at law, and through him attempted to secure a settlement or recovery from the said Crookers, that affiant and said Osborn had a conference with Lucius Varney, who at that time represented the said Edwin R. Crooker and Harry L. Crooker as their attorney, and that immediately after the said conference the said Crookers disappeared and affiant was unable to either get settlement or to get service in either proceedings against them. Affiant further says that for more than six months she has had in her employ an attorney in the City of Los Angeles, and that every effort possible has been made to locate the said Edwin R. and Harry L. Crooker to the end that legal proceedings might be commenced against them in connection with the Domestic Utilities Manufacturing Company in favor of this affiant; that all efforts to locate the said Crookers or to get service upon them *has* been unavailing, and that unless affiant is able to get service on said Edwin R. and Harry L. Crooker at this time, and before their departure from the United States she fears that she

will never be able to recover her money or any redress for the wrongs done her by the said [92] Crookers and the said defendants herein. Affiant further says that at all times since about December 1913, affiant has retained and kept employed M. Walton Hendey, an attorney in the City of Washington for the purpose and to the end of apprehending and procuring service of process upon the said Edwin R. and Harry L. Crooker should they make their appearance in said City of Washington or in that vicinity; that said Hendey has been unable during all said time to find the said Crookers in said city or to learn of their presence in the east and as affiant is informed and believes, she states the fact to be that both said Edwin R. Crooker and said Harry L. Crooker have for the past year been out of the United States and in foreign countries.

Affiant further says that she has realized no profits and has had no benefits whatever either financially or otherwise from the sale of contracts in connection with the business of Domestic Utilities Manufacturing Company, and has made nothing by the transaction, either in money or property or otherwise; that her relations with said Domestic Utilities Manufacturing Company *has* been a source of constant worry, distress, embarrassment and financial loss; that as soon as she learned of the real purposes and practices of the said Domestic Utilities Manufacturing Company and its officers, the individual defendants hereinabove named, she ceased trying to do business under her said contract and immediately sought by every means at her hand to

reimburse persons who had lost in said enterprise at her solicitation, and that she had devoted her entire time during the past sixteen months to the business of correcting and undoing the error made by her in engaging in said business and in reimbursing those who lost in said enterprise through her influence and in trying to bring the said Domestic Utilities Manufacturing [93] Company and the other defendants herein to justice. Affiant further says that she sold a number of *contract* and took the promissory notes of the purchasers for the said contracts and washers sold by her, and paid to the Domestic Utilities Manufacturing Company in money that company's proportion of the proceeds of said sales, and that she has in every instance so far as her financial ability would permit, *reimburse* such purchasers in money, where money was paid, and has canceled and redelivered said notes where notes were given, and when she became unable further to reimburse said purchasers in money, has executed her own note and other obligations, and has agreed to repay and reimburse each and every purchaser from her, and is paying large sums in interest on obligations so given by her. That in other instances she has reimbursed said purchasers to the extent of all money or other thing of value received by her and has obligated herself to reimburse the amounts or portion that went to said Domestic Utilities Manufacturing Company.

Affiant further says that at the time of the purchase of said contract and said washers by her she dealt directly with the said Edwin R. Crooker and

Harry L. Crooker; that while her contract bears upon its face the statement that she purchased said contract from Elizabeth Borglum as sales agent, the truth is that she did not buy said contract from said Elizabeth Borglum, but that the said Edwin R. Crooker at the time of said execution of contract explained to affiant that she was on the line of said Elizabeth Borglum and that a woman who was at that time closely associated with the buisness of Domestic Utilities Manufacturing Company and as plaintiff believes was in the employ of said company and said Crookers, Mrs. E. J. Cayce, by name, brought said Elizabeth Borglum or some person represented [94] to be Elizabeth Borglum, and stated to affiant that it made no difference to affiant who signed said contract as sales agent, and that while it was the company with whom she was dealing, they never appeared in the contracts as making the sale, and that the said Mrs. Borglum would sign the contract as sales agent to affiant; that thereupon the said Edwin R. Crooker explained to affiant that the officers and members of the Domestic Utilities Manufacturing Company had agreed among themselves that none of them would sign said contract as sales agent because they were all engaged in different departments of the business and came in contact with prospective purchasers and that it would be impossible for them to know who in fact procured the sale, and that the agreement as above set forth was made to prevent any contention or disputes among the members of the said corporation as to who was entitled to any given sale.

Affiant further says that she believes said explanations were made for the sole purpose of allaying any suspicion that affiant might have had that there was anything irregular or illegal about their said business, and to take advantage of a legal position which was not at the time understood by affiant, and for the purpose of legally fixing responsibility upon each purchaser of a contract as a party to an illegal transaction. Affiant further says that she never suspected that such was the case or learned that such was a principle of law until about October 1913, when in conversation with Harry L. Crooker the said Harry L. Crooker said to affiant that affiant could not get redress because if she undertook to bring suit against the company or them she would have to bring it in California, and that by the laws of California, affiant was just as guilty of wrongdoing as were defendants herein and that they could show that fact by the form of her contract. [95]

Affiant further says that Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling have at all times since the organization of the Domestic Utilities Manufacturing Company had absolute control, management and domination of the affairs of said corporation, and have been the instigators, framers and molders of all its policies, schemes and plans and have each and all personally participated therein. That the defendants Edwin R. Crooker and Harry L. Crooker have assumed and have acted in the capacity of chief managers and directors of all the affairs of said corporation from its beginning, and that at all times when the said

Edwin R. Crooker and Harry L. Crooker were away from the head office in Los Angeles, defendants Louise E. Crooker, W. P. Ellis and F. W. Sterling were left in charge and direction of the affairs of said corporation. Affiant further says that each and all of said defendants have been personally and equally active in hiding and secluding the property of said corporation to prevent recovery by persons who were wronged by said defendants.

Affiant further says that she is informed and believes and upon such information and belief states the fact to be, that as fast as money was taken in or property was acquired in the name of and through the agency of said corporation as the result of the operations of the individual defendants herein, all said money was divided among the said several individuals above named and that all property acquired was either divided between them and among them or the title thereto obscured and lodged in fictitious names to avoid detection and to prevent the public records from showing ownership of any property whatever in the name of the defendant corporation or in any of the defendants; [96] that as plaintiff is informed and believes the Domestic Utilities Manufacturing Company has no property in its name or upon which the taxes are paid in its name, and has no money or securities that could be reached by the process of this court except such money and property as is kept hidden and secluded and under the direct control and cominion of the individual defendants herein; that affiant has caused careful and diligent search to be made in and among

the public records of Los Angeles, California, and that no property is disclosed by said records that stand in the name of the Domestic Utilities Manufacturing Company, or in the name of any of the defendants herein, except two small pieces of property standing in the name of Harry L. Crooker, one of the assessed valuation of \$120.00 and the other of the assessed valuation of \$1,150.00.

Affiant further says that in November or December 1913, in the City of New York, affiant was importuning the defendant Harry L. Crooker to treat her fairly and to do the fair and right thing by other persons, and affiant stated to said Crooker that unless they did do so they would have to answer in suits at law; that thereupon the said Harry L. Crooker drew from his pocket a large roll of money and said to affiant, "You have not any money and we have enough money to buy any judge or jury in the United States, and what are you going to do about it"; that on another occasion, the exact date of which affiant cannot state, affiant was in conversation with the said Edwin R. Crooker, and was demanding redress of the wrongs done her, and the said Edwin R. Crooker said to affiant, "Every man [97] has his price, and you can buy him if you have the money, and we have the money."

Further affiant saith not.

ELIZABETH KNUDSEN.

Subscribed and sworn to before me this 23d day of January, 1915.

ANDREW M. STRONG.

Notary Public in and for Los Angeles County, State of California.

[Endorsed]: Civ. No. 363. In the District Court of the United States, Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company (a Corporation), Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, Defendants. Affidavit to Obtain Order for Arrest of Defendants. Filed Jan. 26, 1915. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy. [98]

Exhibit "A"—Agent's Contract.

THIS INDENTURE, made and entered into by and between the DOMESTIC UTILITIES MANUFACTURING COMPANY, a corporation organized under the laws of the State of California, party of the first part, hereinafter called "Company," and E. Knudsen, residing at Los Angeles, County of Los Angeles, State of California, party of the second part, hereinafter called "Agent."

1. WITNESSETH: That whereas, the afore-said "Company" is now the owner of all the right, title and interest in Letters Patent of the United States bearing number 930,733, granted August 10, 1909, for improvements in clothes pounders, and known on the market as the

VACUUM CLOTHES-WASHER

and Letters Patent Number 907, 102, granted DECEMBER THE 15TH, 1908, FOR IMPROVEMENTS IN OVENS, and known on the market as the

FOUR B OVEN

2. And, whereas, the said "Agent," hereinafter named, is desirous of obtaining the right to sell said Washers and Ovens and flues for said Ovens,

3. Now, therefore, to whom it may concern, be it known that for and in consideration of Five Thousand Dollars (\$5,000.00) this day paid to the "company," the receipt of which is hereby acknowledge, the said "Company" has sold unto the said "Agent" 1667 Vacuum Clothes Washers—Four B Oven Flues.

4. The said "Agent" may, if he so desires, reserve and work, ONE AT A TIME, any number of towns, townships, or counties in which to retail Family Rights for said Washers, Ovens and Flues to others for use, WITH THE PROVISIO that the said "Agent" [99] shall comply with the agreements herein mentioned, and shall, on the day that he or his subagents ENTER SAME, send WRITTEN NOTICE to the said "Company" by SPECIAL DELIVERY or TELEGRAM, of his desire and intention to reserve said town, township, or county, he may reserve the same to the exclusion of any other subsequent owner of an Agent's Contract, not then retailing said Family Rights therein. Said "Agent" shall also have the right to sell said Family Rights in any unreserved town, township, or county in the United States and Territories thereof.

5. If two or more Agents enter a town, township, or county on the same day, then, in that event, the notice of reservation FIRST RECEIVED by the said "Company" shall constitute PRIOR claim to said territory.

6. The said "Agent" further agrees not to enter into any territory reserved by another agent TO RETAIL SAID FAMILY RIGHTS for use therein, without the full sanction and co-operation of the agent then working in such territory, and said CONSENT MUST BE IN WRITING.

7. It is expressly understood that in order to hold the reservation to any territory, the said "Agent" must sell in said reserved territory under his Contract at retail, not less than fifty (50) of said Family Rights in the aggregate of said Washers, Ovens or Flues, each and every thirty (30) days after entering said territory.

8. If for any reason the right to any town or county reserved by the said "Agent" is FORFEITED, the same shall revert to the said "Company" and may in like manner be retained by another agent upon consent of the said "Company."

9. It is expressly understood that the said "Agent" shall not have the right to retain a town, township, or county of over one hundred thousand (100,000) population. [100]

10. The said "Agent" shall have the right to appoint FIFTY (50) SUBAGENTS to retail the said Family Rights for said Washer, Oven and Flue (said subagents' duties are fully outlined in blanks furnished for that purpose by the said "Company" and are to be filled out by said subagents and said employer) and said "Agent" SHALL NOT SELL NOR PERMIT HIS SUBAGENTS TO SELL any Family Right for less than Three Dollars and Fifty Cents (\$3.50) for each Washer; Four Dollars

(\$4.00) for each No. 1 Oven; Five Dollars (\$5.00) for each No. 2 Oven and Two Dollars (\$2.00) for each Flue.

11. Each purchaser of a Family Right is entitled to have other Ovens, Washers and Flues from the "Company" or the said "Agent" for his or her own family use at Three Dollars (\$3.00) for No. 1 Oven; Three Dollars and Fifty Cents (\$3.50) for No. 2 Oven; One Dollar and Fifty Cents (\$1.50) per Washer (without handle) and One Dollar and Twenty-five Cents (\$1.25) per Flue, cash with order, and to each purchaser of a Family Right shall be given one Oven or Washer or Flue by the said "Agent" but to no other person or persons. The said "Agent" shall report to the "Company" in writing, once every thirty (30) days, from the date of this instrument the name and address of each purchaser of a Family Right sold by himself or by his subagents.

12. Neither shall the said "Agent" nor any one under him manufacture the said washer or Flue, nor cause the same to be done, and the "company hereby agrees to hereafter furnish the said "Agent" with said Washers, Ovens and Flues at One Dollar (\$1.00) per washer (without handle), One Dollar (\$1.00) per Flue; Two Dollars and Twenty-five cents (\$2.25) for each No. 1 Oven; Three Dollars (\$3.00) for each No. 2 Oven, F. O. B. cars Los Angeles, Cal., Lauderdale, Miss., or the "Company's" nearest shipping point; the same to be determined by the "Company," to be paid for when ordered. [101]

13. The said "Agent" shall have the right to sell

unto others wholesale lots of said Washers and Flues at the prices hereinafter named, and upon the FOLLOWING CONDITIONS:

14. Upon the first sale made by the said "Agent" of a wholesale lot of Washers or Flues of the same size as the one purchased herewith, he may deliver unto the purchaser the Washers or Flues received herewith, and shall issue to the said purchaser a contract identically the same as this one, and he shall be entitled to retain the entire amount received from such sale.

15. The said "Agent" may make as many sales at wholesale as he may successfully solicit, upon such parties signing a contract in every way IDENTICAL WITH THIS CONTRACT, which has been printed upon forms for and by the said "Company" and duly approved by its officers at the following prices:

Fifty (50) Vacuum Clothes-Washers or	
seven-five (75) Four B Oven Flues for.	\$ 150.00
One hundred sixty-seven (167) Vacuum	
Clothes-Washers or two hundred fifty	
(250) Four B Oven Flues for.....	500.00
Three hundred thirty-four (334) Vacuum	
Clothes-Washers or Five Hundred	
(500) Four B Oven Flues for.....	1000.00
Eight Hundred thirty-four (834) Vacuum	
Clothes-Washers or twelve hundred	
fifty (1250) Four B Oven Flues for..	2500.00
Sixteen hundred sixty-seven (1667) Vacuum	
Clothes-Washers or two thousand five	
hundred (2500) Four B Oven Flues...	5000.00

16. The said "Company" hereby agrees with the said "Agent" that for each sale of Washers and Flues made by the said "Agent" of any of the lots of Washers and Flues above specified and at the prices stated; it will allow him a commission upon such sales as shown in tables following: [102]

Size of different sales of Washers made

by the said "Agent".....	\$150	\$500	\$1,000	\$2,500	\$5,000
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Commissions due the said "Agent"....	\$100	\$333	\$ 666	\$1,666	\$3,333
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Size of different sales of Flues made

by the said "Agent".....	\$150	\$500	\$1,000	\$2,500	\$5,000
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Commissions due the said "Agent"....	\$ 75	\$250	\$ 500	\$1,250	\$2,500
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16A. Besides the commission indicated in above table the said "Agent" shall receive the said "Company's" part on all sales at wholesale and increase of said sales resulting from the sales of the aforesaid \$150.00, \$500.00, and \$1000.00, and \$2500.00 sales at wholesale (LESS THE MONEY DUE THE "COMPANY" FOR WASHERS AND FLUES); that is to say, IN THE LINE OF SUCCESSION TO SUCH SALES and in consideration of his having purchased a \$5000.00 wholesale lot of the aforesaid articles, provided, however, that no line of succession shall accrue to the holder of this contract unless the initial or first sale is made to the purchaser by him, the said "Agent," through his own or the solicitation of his subagent or agents in his line of succession; and solicitation of the purchaser to have originated through the said "Agent," his subagents or agents of his line of succession, and no agent shall, through any act or sale, divert any agent in the line of succession of another agent to his own line of succession,

through the sale of any larger wholesale lots of said articles.

17. The "Agent" shall also have the right to sell for the "Company," said Washers, Ovens and Flues at wholesale anywhere in the United States and Territories thereof (except in territory reserved by another agent). Prices and commissions on same are shown in the following tables: [103]

WASHERS.			FLUES.		
Quantity.	Prices.	Agent's Com- mission.	Quantity.	Prices.	Agent's Com- mission.
1	\$3.00	\$2.00	1	\$1.75	0.75
6	2.50 each	1.50 each	6	1.50 each	.50 each
12	2.00 each	1.00 each	12	1.35 each	.35 each
24	1.75 each	.75 each	24	1.25 each	.35 each
48	1.50 each	.50 each	48	1.15 each	.25 each

NO. 1 OVENS.			NO. 2 OVENS.		
Quantity.	Prices.	Agent's Com- mission.	Quantity.	Prices.	Agent's Com- mission.
1	\$3.75	\$1.50	1	\$4.50	1.50
6	3.25 each	1.00 each	6	4.00 each	1.00 each
12	3.00 each	.75 each	12	3.75 each	.75 each
24	2.75 each	.50 each	24	3.50 each	.50 each
48	2.50 each	.35 each	48	3.25 each	.35 each

18. In making sales shown in the above table, the "Agent" shall use printed form called "Retail Contract," a copy of which is shown on back of this "Agent's Contract."

19. The "Agent" may also sell (in unreserved territory) any number of said Washers, Ovens and Flues above 48 for retail purposes, the prices and commissions to be determined by the "Company."

20. The said "Agent" shall make a FULL AND COMPLETE REPORT TO THE "COMPANY" by registered letter, of each and every sale of said articles made under any Wholesale or Retail Con-

tract, at once after completion, of same, giving name of purchaser, his address and occupation, and said report shall state in full what was taken in payment for same, and the portion due the "Company" (which is the full amount thereof less the "Agent's" commission as stated), shall accompany said report and must be paid in cash. [104]

A failure on the part of the "Agent" to send to the "Company" the amount due the "Company" for each sale so made by him will be held by the "Company" to be breach of trust.

21. The "Agent" shall sell no wholesale lots of said articles without the full price therefor being paid, nor shall the said "Agent" sell the same in his own name unto any person or persons previously solicited by any other agent or his subagent or his subagents unless he shall compensate such agent (the term "Such Agent" refers to the agent who first solicited the purchaser) with a portion of the commission that would have been due "such agent" had "such agent" closed such sale, which shall, in the absence of an agreement, be fifty per cent (50%) PROVIDED "Such Agent" be a \$5000.00 or \$2500.00 contract owner, otherwise the Agent who closes said sale and the Agent who first solicited the purchaser, shall divide equally between *then* the profit that would have accrued to the owner of the smaller contract of the two, had he closed said sale under his contract, the "COMPANY" to receive the remainder.

22. If any other arrangement he entered into between the owner of this contract and Such Agent

(the term "Such Agent" refers to the agent who first solicited the purchaser) it shall provide for the payment to the "Company" of the amount due the "Company" as above stated.

23. All monies due the "Company" must be sent by draft, post office or express money order, and will positively not be accepted if sent otherwise.

24. Showing one or all of the above-named articles in operation and making an appointment to explain the business shall constitute a solicitation. It is clearly understood that a solicitation shall be operative until one sale is closed, but no longer. [105]

25. The said "Agent" shall not directly or indirectly accept any other agent's or subagent's Wholesale Prospects or transfer his, or his subagent's Wholesale Prospects, nor conspire against the "Company" in any manner whatever, and shall not employ as a subagent, directly or indirectly, any owner of an agency, thus depriving the "Company" of what it would have received had the sale been closed by the agent soliciting the said prospect, and had said conspiracy not been entered into.

26. The "Agent" agrees to submit on demand of the Company, on suitable blanks furnished by the Company, a full and complete statement sworn to by him and by the purchaser of any wholesale lot of washers or flues, of the true amount of money paid and received and all transfers or representatives of value delivered or received for such sales of such articles and rights granted under any contract purchased by him, or transferred or sold by him.

27. The "Agent" further agrees that at all times

he will conduct the business of selling the said Washers, Ovens and Flues, and Family Rights for same, in a business like manner and use his utmost endeavor to introduce and sell the same to actual users thereof, and he hereby agrees that he will relinquish the right granted him to any territory he may at that time be in possession of (upon demand made upon him by the "Company") if he fails to sell less than fifty (50) Family Rights in the aggregate for said Washers, Ovens and Flues, each and every thirty (30) days as above mentioned.

28. It is clearly understood that the "Company" SHALL NOT BE RESPONSIBLE IN ANY MANNER WHATEVER FOR COLLECTION OF ANY OF THE AFORESAID COMMISSIONS DUE SAID "AGENT."

29. In making sale of this or any of the within named Wholesale lots of Washers, Ovens and Flues, four contract forms must be [106] filled out, one (1) to be retained by the purchaser, three (3) to be sent to the "Company," and on approval by the "Company" its seal will be placed on the same, one of which will be sent to the purchaser (in exchange for the one held by him), one to the salesman, and one to be placed on file in the offices of the "Company."

30. The said "Agent" shall have the right (if he so desires) to have said Ovens made for Retail and Wholesale purposes with the proviso; that the Flues used in said Ovens shall be purchased from the "Company" at One Dollar (\$1.00) each, F. O. B. cars, Los Angeles, Cal., Lauderdale, Miss., or the

“Company’s” nearest shipping point; the same to be determined by the “Company,” cash with order. said Ovens must be of the same construction and material as those furnished now and hereafter by the “Company,” and the Agent agrees to report to the “Company” all of such ovens made by or for him.

31. The said “Agent” agrees to POST, INFORM AND EDUCATE ALL PERSONS TO WHOM HE MAY SELL FAMILY RIGHTS AND ALL PERSONS HE MAY APPOINT AS SUB-AGENTS OR PERSONS TO WHOM HE MAY SELL SAID ARTICLES AT WHOLESALE so that they may fully understand and know how to operate the said Washer, Oven and Flue to the best possible advantage that their labors may be profitable.

32. Neither the “Company” nor any member of it shall be responsible for said instructions, and the said “Agent” hereby agrees to remain under his instructor or educator until he is posted, informed and educated as above stated.

33. The “Company” shall not be responsible in any manner for any agreements that said “Agent” or his subagents may make which do not exist in this document; and the said “Agent” shall have all the profits derived from the sales of said Family Rights sold by him or his subagents. [107]

34. The said “Agent” shall not give his subagents more than *Twenty-five* (\$25) on the sale of each one hundred and fifty dollar (\$150) wholesale lot, seventy-five dollars (\$75) on each five hundred dollar (\$500) wholesale lot, one hundred dollars

(\$100) on each one thousand dollar (\$1000) wholesale lot, two hundred dollars (\$200) on each twenty-five hundred dollar (\$2500) wholesale lot and three hundred and seventy-five dollars (\$375) on each five thousand dollars (\$5000) wholesale lot of the goods, hereinbefore mentioned made by said subagent.

35. This contract is not transferable, except in case of death of said "Agent" (unless by the consent of the "Company") and said transfer must bear the seal of the "Company."

36. The "Company" agrees to furnish the said "Agent" with blank forms at his expense in "Agent's Outfit" of printed matter (said outfit containing other printed matter and certified copy of each of the above-mentioned Letters Patent; furnished by the "Company" at Five Dollars (\$5.00) per outfit, cash with order) for use by him in entering into contracts and sales to others in accordance with these forms; and said "Agent" is hereby authorized and empowered to execute such contracts provided they are in accordance with this and other contract forms printed by the "Company" and the said "Agent" has not forfeited the right herein conveyed; the said "Agent" is not to use any form of contract not printed and furnished by the "Company."

37. It is agreed by and between the parties hereto that all agreements or contracts of sales made or entered into by the said "Agent" shall be sent to the "Company" immediately upon being entered into, for the ratification and approval of the said "Company" and the "Company" agrees to act upon all

sales [108] made by the "Agent" upon presentation of the same at its offices at Los Angeles, California, within sixty (60) days after execution, and it will record and register such agreements in proper books kept for that purpose. Any contract or agreement made by the "Agent" and not sent to the "Company" for approval and ratification shall become null and void after the expiration of five (5) days from the date thereof.

38. It is understood and agreed, and the "Agent" hereby specifically consents and agrees, that in the event of said "Agent" violating any of the terms of this agreement that he shall forfeit all right to transact business under and by virtue of the rights hereunder conveyed and the "Company" may refuse to recognize said "Agent" as a lawful representative without notice.

Witness our hand and seal this 7th day of July, 1911.

DOMESTIC UTILITIES MANUFACTURING COMPANY.

By W. P. ELLIS,
Secty.

Witness:

Countersigned by
Sales Agent sign here.

ELIZABETH BORGLUM. (Seal) (Seal)

Purchaser sign here. (Seal) (of)
(Com-)
(Party of the Second Part) (pany)

Signed, sealed and delivered for the purpose herein mentioned.

I have read the above instrument and understand its contents perfectly. It embraces the entire contract and there are no verbal agreements not contained therein.

Purchaser sign here.

ELIZABETH KNUDSEN. (Seal)

Witnesses:

Address all Communications Unless Otherwise Notified to DOMESTIC UTILITIES MANUFACTURING COMPANY, LOS ANGELES, CALIFORNIA.. [109]

(COPY)

RETAIL CONTRACT.

This indenture, made and entered into by and between the DOMESTIC UTILITIES MANUFACTURING COMPANY, a corporation, organized under the laws of the State of California, party of the first part, hereinafter called "Company," and _____, residing at _____, County of _____, State of _____, party of the second part, hereinafter called "Agent"

WITNESSETH: That, whereas, the "Company" is now the owner of all the right, title and interest in Letters Patent of the United States bearing number 930,733, granted August 10, 1909, for improvements in clothes pounders, and known on the market as the

VACUUM CLOTHES-WASHER

and Letters Patent Number 907,102, granted Decem-

ber the 15th, 1908, for improvements in Ovens, and known on the market as the

FOUR B OVEN

And, whereas, the "Agent" hereinafter named, is desirous of obtaining the right to sell said Washers and Ovens and Oven Flues for said Ovens,

NOW, THEREFORE, to whom it may concern, be it known that for and in consideration of ——— Dollars (\$——) this day paid to the "Company" the receipt of which is hereby acknowledged, the "Company" has sold unto the said "Agent" ——— ——— VACUUM CLOTHES-WASHERS ——— No. 1 Four B. Ovens, ——— No. 2. Four B Ovens, ——— Four B Oven Flues, and does hereby grant unto the said "Agent" the right and privilege to sell Family Rights for the said Washers, Ovens and Flues to others for use.

The said "Agent" shall not sell the said Family Rights for the No. 1 and No. 2 Ovens for less than \$4.00 and \$5.00 each, [110] respectively; and the said Family Rights for the Washers and the Oven Flues at \$3.50 and \$2.00 respectively; and to each purchaser of a Family Right shall be given one Oven or Washer or Flue by said "Agent."

The "Company" agrees to furnish the said "Agent" all the No. 1 and No. 2 Ovens, Washers and Flues he may hereafter Desire, to be paid for when ordered, at the prices stated in the following table, F. O. B. cars, Los Angeles, Cal., Lauderdale, Miss., or the "Company's" nearest shipping point; the same to be determined by the "Company."

No. 1 OVENS RETAIL-

ING AT \$4.00 EACH

1	at	\$3.75
6	at	3.25 each
12	at	3.00 each
24	at	2.75 each
48	at	2.50 each

WASHERS.

1	at	\$3.00
6	at	2.50 each
12	at	2.00 each
24	at	1.75 each
48	at	1.50 each

No. 2 OVENS, RETAIL-

ING AT \$5.00 EACH

1	at	\$4.50
6	at	4.00 each
12	at	3.75 each
24	at	3.50 each
48	at	3.25 each

FLUES.

1	at	\$1.75
6	at	1.50 each
12	at	1.35 each
24	at	1.25 each
48	at	1.15 each

It is agreed by and between the parties hereto that this agreement or Contract of sale shall be made in triplicate; two of the same shall be sent to the "Company" at Los Angeles, California, immediately upon being entered into for the ratification and approval of the said "Company," one to be placed on file in the offices of the "Company," the other to be returned to the purchaser, the third to be retained by the salesman. [111]

This Contract or agreement shall become null and void if not sent to the "Company" for their approval and ratification within five (5) days from date hereof.

Witness our hands and seals this — day of
_____, 1910.

DOMESTIC UTILITIES MANUFACTUR-
ING COMPANY.

By _____,
(Seal of Company.)

Witnesses:

_____.

Purchaser sign here. _____.
(Party of the Second Part.)

(“Endorsement.”)

2

\$5000 AGENT’S CONTRACT
DOMESTIC UTILITIES MANUFACTURING
COMPANY

With

E. Knudsen

Los Angeles

(Postoffice Address Here)

“ “ Cal.

(County and State Here)

Real Estate.

(Occupation)

(Name of Salesman Here)

Sierra Madre

(Postoffice Address Here)

Los Angeles, Cal.

(County and State Here)

Date July 7, 1911.

Copyright. Domestic Utilities
Manufacturing Company. 1910. [112]

Exhibit "B" [Agents' Notification].

Los Angeles, Cal., July 9, 1913

**AGENTS' NOTIFICATION
CANCELLATION OF MISS KNUDSEN'S
MANUFACTURING RIGHT.**

Dear Sir:

This letter is to notify you that Miss Elizabeth Knudsen's right to manufacture washers for the Domestic Utilities Manufacturing Company has been formally canceled. Copy of our letter to Miss Knudsen as follows:

"Miss Elizabeth Knudsen,
39 West 34th Street,
New York.

Dear Madam:

On February 15th we notified you that your right to manufacture Vacuum Clothes-Washers and sell same to the agents of this company on a royalty basis was canceled. Since the above date you have continued to manufacture, sell and deliver these washers.

We are writing now only to say that we wish this arrangement discontinued at once and desire that you regard this letter as a formal notice to this effect, and also to say that we have instructed our Mr. H. L. Crooker in New York, to call upon you and arrange to pay you the cost of manufacture for all washers which you now have on hand. We desire to make a fair and equable settlement with you in this matter, not in a spirit of appearing to be dissatisfied with the work which you have done, but merely because the exigencies of the business require it.

Kindly send us on receipt of this letter, a full and

complete statement of all of the washers that you have sold and manufactured to date and accompany same with remittance for the [113] royalty due us, in accordance with the letter which you sent us in which you stated that a statement of this kind would be forthcoming from you on the first of May.”

This manufacturing right was given to Miss Knudsen in the early stages of the business in the East, before we began to manufacture machines in the East.

We want you to thoroughly understand that this cancellation of Miss Knudsen’s manufacturing right is not for the purpose of throwing any discredit on Miss Knudsen, but is made necessary in order to expedite the filling of orders and the ratification of contracts.

On and after the receipt of this letter all orders for washers, together with the Company part of the money, must be sent direct to the company, according to contract, unless otherwise notified.

Yours truly,

DOMESTIC UTILITIES MFG. CO. [114]

That after the filing of said complaint and said affidavits, and on said 26th day of January, 1915, the Judge of this court made an order for the arrest of defendants Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling in said action; said order being in words and figures as follows, to wit:

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, EDWIN R. CROOKER,
HARRY L. CROOKER, LOUISE E.
CROOKER, W. P. ELLIS and F. W. STER-
LING,

Defendants.

Order of Arrest.

The President of the United States of America, to
the Marshal of the Southern District of Cali-
fornia, Greeting:

WHEREAS, The above-named plaintiff having
commenced an action in the District Court of the
United States for the Southern District of Cali-
fornia, Southern Division, against the above-named
defendants, and it duly appearing to me from the
complaint on file and from affidavits submitted to me
and filed on the part of the said plaintiff, that a suffi-
cient cause of action exists, and that the case is one of
those mentioned in [115] Section Four Hundred
and Seventy-nine of the Code of Civil Procedure of
the State of California, in this, to wit:

That the defendants have been guilty of fraud in
contracting the debt for which the said action is
brought, and that the said defendants are about to
depart from the State of California and from the
United States with intent to defraud their creditors

and the creditors of Domestic Utilities Manufacturing Company, a corporation, and that the defendants have removed and disposed of and have concealed and are concealing their property with intent to defraud their creditors, and the necessary undertaking having been given by the plaintiff herein, I, the undersigned, one of the judges of the said District Court of the United States for the Southern District of California, Southern Division, by virtue of the authority in me vested by law, DO ORDER AND REQUIRE YOU, the said Marshal of the Southern District of California, forthwith to arrest the said defendants Edwin R. Crooker, Harry L. Crooker, Louise E. Crooker, W. P. Ellis and R. W. Sterling, if they be found within your said district, and hold them to bail in said action in the sum of \$10,000.00, Ten Thousand Dollars each as to E. R. Crooker, H. L. Crooker and W. P. Ellis, and \$5,000.00 each as to L. E. Crooker and F. W. Sterling, and that you return this order, with your proceedings thereon, to the Clerk of the said District Court, on the 25th day of February, 1915.

Done and dated this 26 day of January, A. D. 1915.

BENJAMIN F. BLEDSOE,

Judge.

[Endorsed]: No. 363-Civil. U. S. District Court, Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Co. et al., Defendants. Order of Arrest. Filed Feb. 11, 1915. Wm. M. Van Dyke, *Clerk.* By Chas. N. Williams, Deputy. [116]

Marshal's Return.

In obedience to the within Order of Arrest, I have the body of the within-named defendant Edwin R. Crooker this 29th day of Jany., 1915.

C. T. WALTON,
U. S. Marshal,
By J. S. Durlin,
Deputy.

MARSHAL'S RETURN.

In obedience to the within Order of Arrest, I have the bodies of Mrs. L. E. Crooker and F. W. Sterling, the within-named defendants, this 4th and 8th days of Feb., 1915.

C. T. WALTON,
U. S. Marshal,
By F. H. Jasper,
Deputy.

MARSHAL'S RETURN.

In obedience to the within Order of Arrest, I have the body of W. P. Ellis, the within-named defendant, this 30th day of January, 1915.

C. T. WALTON,
U. S. Marshal,

That thereafter, and after the issuance of said Order of Arrest, and on the 27th day of January, 1915, a summons was issued in said action, in words and figures as follows:

[**Summons.**]

UNITED STATES OF AMERICA.

District Court of the United States, Southern District of California, Southern Division.

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), et al.,
Defendant.

Action brought in the said District Court, and the
Complaint filed in the office of the clerk of said
District Court, in the City of Los Angeles,
County of Los Angeles, State of California.
[117]

The President of the United States of America,
Greeting: To the Domestic Utilities Manufactur-
ing Company (a Corporation), Edwin R.
Crooker, Harry L. Crooker, Louise E. Crooker,
W. P. Ellis and F. W. Sterling.

You are hereby required to appear in an action
brought against you by the above-named plaintiff in
the District Court of the United States, in and for the
Southern District of California, Southern Division,
and to file your plea, answer or demurrer, to the
complaint filed therein (a certified copy of which ac-
companies this summons), in the office of the clerk
of said court, in the City of Los Angeles, County of
Los Angeles, within twenty days after the service on

you of this summons, or judgment by default will be taken against you.

And you are hereby notified that unless you appear and plead, answer, or demur, as herein required, the plaintiff will take judgment for any money or damages demanded in the complaint as arising upon a contract or will apply to the Court for any further relief demanded in the complaint.

WITNESS, the Honorable BENJAMIN F. BLEDSOE, Judge of the District Court of the United States, in and for the Southern District of California, this 27th day of January, in the year of our Lord one thousand nine hundred and fifteen, and of our Independence the one hundred and thirty-ninth.

WM. M. VAN DYKE,
Clerk.

By Chas. N. Williams,
Deputy Clerk.

[Seal of U. S. District Court.]

A true copy. Attest, etc.:

WM. M. VAN DYKE,
Clerk.

By Chas. N. Williams,
Deputy Clerk. [118]

[Endorsed]: No. 363—Civil. U. S. District Court, Southern District of California, Southern Division. Elizabeth Knudsen vs. Domestic Utilities Manufacturing Company et al. Summons. Robert L. Hubbard, Plaintiff's Attorney. Filed Feb. 19, 1915. Wm. M. Van Dyke, *Clerk*. By R. S. Zimmerman, Deputy.

United States Marshal's Office,
Southern District of California.

I hereby certify that I received the within writ on the 27th day of Feb., 1915, and personally served the same on the 30th day of Feb., 1915, by delivering to and leaving with Domestic Utilities Co., by leaving copy with W. P. Ellis, Secy. of said corporation, W. P. Ellis, Edwin R. Crooker, Louise E. Crooker, and F. W. Sterling, said defendants named therein, at the County of Los Angeles, in said district, a certified copy thereof, together with a copy of the complaint, certified to by Wm. M. Van Dyke, attached thereto.

C. T. WALTON,
U. S. Marshal.

Los Angeles, Feb. 10, 1915.

That by virtue of said order of arrest the defendant Edwin R. Crooker was arrested by the United States Marshal for the Southern District of California, on the 29th day of January, 1915, and confined until the 1st day of February, 1915; that on said 1st day of February, 1915, the said defendant Edwin R. Crooker gave bail in the sum of Ten Thousand Dollars (\$10,000), and that said defendant Edwin R. Crooker is now at liberty under said bail.

That by virtue of said order of arrest defendant W. P. Ellis was arrested by the United States Marshal for the Southern District of California, on the 30th day of January, 1915, and confined until the 1st day of February, 1915, the said defendant W. P. Ellis gave [119] bail in the sum of Ten Thousand Dollars (\$10,000), and that said defendant W. P. Ellis is now at liberty under said bail.

That by virtue of said order of arrest the defendant Louise E. Crooker was arrested by the United States Marshal for the Southern District of California on the 4th day of February, 1915, and on said 4th day of February, 1915, gave bail in the sum of Five Thousand Dollars (\$5,000), and is now at liberty under said bail.

That by virtue of said order of arrest the defendant F. W. Sterling was arrested by the United States Marshal for the Southern District of California on the 8th day of February, 1915, and on the said 8th day of February, 1915, gave bail in the sum of Five Thousand Dollars (\$5,000), and is now at liberty under said bail.

That the bail bonds given by said defendants provide in each case that the said defendant will at all times render himself amenable to the process of said Court during the pendency of said action and to such as may be issued to enforce the judgment therein, and if the said defendant fails to so render himself amenable to the said process or processes of the Court, or any of them, that the sureties on said bail bond will pay to the plaintiff any judgment which may be recovered against the said defendant, not exceeding Ten Thousand Dollars (\$10,000) in the case of each of the defendants Edwin R. Crooker and W. P. Ellis, and Five Thousand Dollars (\$5,000) in the case of each of the defendants F. W. Sterling and Louise E. Crooker. That no service of the process in this action, or of said order of arrest, has been had upon the defendant Harry L. Crooker.

That on the 12th day of February, -1915, the de-

defendants Domestic Utilities Manufacturing Company, a corporation, Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, [120] requested and obtained from the attorney for the plaintiff in this action a stipulation allowing said defendants to and including the 28th day of February, 1915, within which to plead in said action, and that an order of Court was made, based upon said stipulation, granting said defendants to and including said 28th day of February, 1915, within which to plead.

That thereafter and on the 23d day of February, 1915, plaintiff, through her attorney, without notice to defendants or their attorneys, made an *ex parte* application to the Court for leave to file an amendment to her complaint, and filed a motion for leave to amend said complaint in words and figures as follows:

*In the District Court of the United States, Southern
District of California, Southern Division.*

CIV. No. 363.

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), EDWIN R.
CROOKER, HARRY L. CROOKER,
LOUISE E. CROOKER, W. J. ELLIS and
F. W. STERLING,

Defendants.

Motion for Leave to Amend Complaint.

Comes now Elizabeth Knudsen, the plaintiff herein, and prays leave of the Court to amend her complaint herein in the following manner:

By making the first paragraph of her said complaint read as follows: [121]

First. That she is a single woman, and is a citizen of the State of Alabama, one of the States of the United States of America, instead of

“First. That she is a single woman, a resident and citizen of the City of Washington, in the District of Columbia,” as her said complaint now reads at lines sixteen and seventeen of page one of her said complaint, and for grounds of this motion says:

1. That at the time of the making and filing of her said complaint herein, she was and still is, a citizen of the State of Alabama and was not a citizen of the City of Washington or of the District of Columbia; that by an oversight she failed to observe the fact that her complaint as prepared recited the fact that she was a citizen of the City of Washington, in the District of Columbia; that her said complaint as it now stands does not correctly state the fact of her citizenship at the time said complaint was made and filed; that her attorney who prepared said complaint incorrectly stated therein that she was a resident and citizen of the City of Washington, in the District of Columbia, and that her attention was not called directly to the allegation of citizenship as alleged in her said complaint, and that she did not realize or know that the allegation of

citizenship was a necessary or a material allegation, and failed to give to or state to her said attorney who prepared said complaint the facts in that regard; that for sometime prior to the preparation of said complaint by her said attorney she was temporarily sojourning in said City of Washington in the District of Columbia in connection with the matters sued upon herein, and was in correspondence with her said attorney who prepared said complaint, and that all said correspondence from the plaintiff to her said attorney was dated at and written from the City of Washington, [122] in the District of Columbia; that she did not learn of said error in her said complaint until on the 20th day of February, 1915, when she was re-examining the said complaint and observed the said error and that she then immediately called the attention of her said attorney who prepared said complaint to said error as to her citizenship, and requested that a correction of the same be made. She further says that her said complaint was prepared by Robert L. Hubbard, as her attorney, and that she and her said attorney were engaged in the preparation of said complaint under stress of anxiety and haste.

2. That said allegation of citizenship was not stated as alleged with any intention on the part of plaintiff to misrepresent the facts, but was by her inadvertently overlooked and not noticed to be incorrectly stated.

Plaintiff further says that none of the defendants named in this action *have* filed in the cause any plea or answer to her said complaint and that the time

has not expired when they or any of them are required to plead or answer to her said complaint.

Plaintiff further says that she files herewith her own affidavit and the affidavit of Robert L. Hubbard, her said attorney, in support of her said motion for leave to amend and prays that said affidavits be considered in connection herewith.

Plaintiff further prays that she be allowed and granted leave to file and serve upon the defendants or their attorneys an amendment of said complaint embracing and clearly pointing out the portion of said complaint allowed to be amended, together with a copy of the order of the court touching and permitting said amendment without rewriting and reserving the whole of said complaint as amended.

ROBERT L. HUBBARD,

Attorney for Plaintiff. [123]

ELIZABETH KNUDSEN,

The Plaintiff.

[Endorsed]: No. 363 Civil. U. S. District Court, Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corporation, et al., defendants. Motion for Leave to Amend Complaint. Filed Feb. 23, 1915. Wm. M. Van Dyke, Clerk. By F. F. Green, Deputy. [124]

That on said 23d day of February, 1915, said plaintiff filed in said action an affidavit in support of her motion to amend her complaint; said affidavit being in words and figures as follows:

*In the District Court of the United States, Southern
District of California, Southern Division.*

CIV. No. 363.

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), EDWIN R.
CROOKER, HARRY L. CROOKER,
LOUISE E. CROOKER, W. P. ELLIS and
F. W. STERLING,

Defendants.

**Affidavit of Elizabeth Knudsen in Support of Motion
to Amend Her Complaint.**

State of California,
County of Los Angeles,—ss.

Elizabeth Knudsen, being duly sworn, says: I am the plaintiff in the above-entitled action. I am, and at the time of preparing and filing the complaint herein I was, a citizen of the State of Alabama. Robert L. Hubbard of Los Angeles, California, is my attorney of record in the cause, and prepared the complaint herein. At the time of the preparation of said complaint I undertook to state *of* my said attorney all facts and every fact concerning the matters and things set forth in the complaint herein, and so far as possible and in all respects concerning which I was advised that it was necessary or proper I did state the facts fully and truthfully. That said complaint [125] was prepared hur-

riedly and that in the preparation thereof many documents and papers had to be examined and read, and many facts had to be stated from memory, and said work was a great strain upon me.

That at the time of preparing and filing the complaint in this cause I was not a resident or citizen of the City of Washington, in the District of Columbia, but that for some time prior to the preparation and filing of said complaint, I had been temporarily sojourning in said City of Washington and was there engaged in matters connected with the preparation of this cause; that while in said City of Washington, I wrote a number of letters to my said attorney in Los Angeles relative to the matters and things set forth in my said complaint herein; that thereafter I came from the City of Mobile, in the State of Alabama, to the City of Los Angeles, to institute this action; that my said attorney and myself were strangers save for the correspondence that had passed between us; that I at no time knew it to be necessary or material that I should state of what State I was a citizen and that at no time did I state said fact to my said attorney; that had I known that my citizenship should have been stated I would have stated it to my said attorney correctly. That I did not observe or notice that any facts were set forth in my said complaint herein concerning my said citizenship or that it was incorrectly stated in said complaint at the time said complaint was prepared and filed nor until the 20th day of February, 1915, when, upon re-examining said complaint and in discussing my business affairs in the State of Alabama

with my said attorney I observed that it was incorrectly set forth in my said complaint that I was a resident and citizen of the said City of Washington, in the District of Columbia; that I immediately called said error to the attention of my said [126] attorney and requested that the same be corrected. That it is my intention to return to the State of Alabama in a short time to take personal charge of my business and property interests there.

Affiant further says that she did not misstate her said citizenship to her said attorney, nor did she state it to him at all, nor was said citizenship stated in said complaint incorrectly for the purpose of misleading or deceiving or from or for any improper or illegal motives or purposes, but was so stated by inadvertence and oversight, and without any intention on the part of plaintiff to misrepresent the fact.

Affiant further says that none of the defendants in this action have filed any plea or answer to her said complaint herein.

ELIZABETH KNUDSEN.

Subscribed and sworn to before me, at my office in Los Angeles, California, this 23d day of February, 1915.

[Seal] ANDREW M. STRONG,
Notary Public in and for the County of Los Angeles,
State of California.

[Endorsed]: No. 363—Civil. U. S. District Court, Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corporation, et al., Defendants. Affidavit of Elizabeth Knudsen in Sup-

port of Motion to Amend Her Complaint. Filed Feb. 23, 1915. Wm. M. Van Dyke, Clerk. By F. F. Green, Deputy. [127]

That on said 23d day of February, 1915, the said plaintiff filed an affidavit of Robert L. Hubbard in support of Motion for leave to amend complaint, in words and figures as follows:

*In the District Court of the United States, Southern
District of California, Southern Division.*

CIV. No. 363.

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), EDWIN R.
CROOKER, HARRY L. CROOKER,
LOUISE E. CROOKER, W. P. ELLIS and
F. W. STERLING,

Defendants.

**Affidavit of Robert L. Hubbard in Support of Motion
for Leave to Amend Complaint.**

State of California,

County of Los Angeles,—ss.

Robert L. Hubbard, being duly sworn, says: I am the attorney of record for the plaintiff in the above-entitled cause. I prepared the complaint herein and caused the same to be filed in this cause. That said complaint was prepared very hastily and under great stress and pressure of business. That for some time previous to the preparation of said complaint, affiant

was in correspondence with the plaintiff herein and received many letters from the plaintiff herein, who at that time was in the City of Washington, D. C.; that affiant also had much correspondence with M. Walton Hendry, an attorney-at-law, with offices in said City of Washington, D. C.; that all said correspondence was in connection with and related to the [128] matters in suit herein; that I became thoroughly impressed with the belief that the plaintiff herein was a resident and citizen of said City of Washington, D. C., and at all times associated the plaintiff herein with said city. That a short time before the preparation of the complaint in this cause, affiant received a telegram from the plaintiff herein from the City of Mobile, in the State of Alabama, and that said telegram referred to the plaintiff's coming to Los Angeles, California, where affiant has his office, and to the matters and things set forth in the complaint in this cause; that plaintiff came to the office of affiant and the preparation of the complaint herein was undertaken and begun by affiant; that in the preparation of said complaint, affiant was compelled to and did examine many documents of great length and intricacy and in gathering the facts set forth in said complaint performed much labor, and many details had to be and were examined with great care; that through oversight and inadvertence affiant failed to inquire of plaintiff concerning her citizenship and laboring under the impression that plaintiff was a citizen of the City of Washington, in the District of Columbia, dictated said complaint to his stenographer as the same

appears on file herein and incorrectly stated in said complaint that the plaintiff was a resident and citizen of the City of Washington, in the District of Columbia, and did not call the attention of plaintiff directly to said allegation; that through inadvertence and oversight on part of both affiant and plaintiff said error was not discovered until plaintiff on the 20th day of February, 1915, called at the office of affiant and discussed with him her business and property interest in the State of Alabama, and stated to affiant that she wanted to return to Alabama as soon as she could to take personal charge of her business in that state, and when and at which time, [129] plaintiff stated to affiant that she wished to examine her said complaint herein and that when she did re-examine her said complaint she called affiant's attention to the fact that her citizenship was incorrectly alleged in said complaint, and pointed out to affiant that she was not a citizen of the City of Washington, in the District of Columbia, and requested affiant to correct said allegation.

Affiant further says that none of the defendants have filed any plea or answer to the complaint herein, and that the time within which said defendants are required to plead to or answer the said complaint has not expired and will not expire until the 28th day of February, 1915.

Affiant further says that, as he firmly believes, the ends of justice will be conserved by the granting of the motion for leave to amend the complaint herein and by said complaint being amended so as to correctly and truthfully state the citizenship of

the plaintiff in this case.

ROBERT L. HUBBARD.

Subscribed and sworn to before, at my office in the City of Los Angeles, California, this 23d day of February, 1915.

[Seal] ANDREW M. STRONG,
Notary Public in and for the County of Los Angeles,
State of California.

[Endorsed]: No. 363—Civil. U. S. District Court, Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corporation, et al., Defendants. Affidavit of Robert L. Hubbard in Support of Motion for Leave to Amend Complaint. Filed Feb. 23, 1915. Wm. M. Van Dyke, Clerk. By F. F. Green, Deputy. [130]

That the said Court on said *Exparty* Motion for Leave to amend complaint, and on said 23d day of February, 1915, made a Minute Order in words and figures, as follows, to wit:

[Order Granting Leave to Amend Complaint, etc.]

No. 363—CIVIL, S. D.

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), et al.,
Defendants.

Robert L. Hubbard, Esq., of counsel for plaintiff, having moved the Court that plaintiff be granted

leave to amend her complaint in certain respects, and having presented a proposed amendment to plaintiff's complaint, it is now by the Court ordered that said motion be, and the same hereby is granted, and that plaintiff, accordingly, be, and she hereby is granted leave to file said proposed amendment to her complaint, whereupon said amendment to plaintiff's complaint is filed in open court.

That thereafter and on said 23d day of February, 1915, plaintiff served upon attorneys for defendants Domestic Utilities Manufacturing Company, a Corporation, Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, said amendment to her complaint, in words and figures as follows: [131]

In the District Court of the United States, Southern District of California, Southern Division.

CIV. No. 363.

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), EDWIN R.
CROOKER, HARRY L. CROOKER,
LOUISE E. CROOKER, W. P. ELLIS and
F. W. STERLING,

Defendants.

Amendment to Complaint.

Comes now Elizabeth Knudsen, plaintiff above named, and by leave of Court first obtained, files this, an amendment of her complaint herein, as fol-

lows, that is to say, paragraph numbered "First" is amended to read as follows:

First. That she is a single woman, and is a citizen of the State of Alabama, one of the states of the United States of America.

ROBERT L. HUBBARD,
Attorney for Plaintiff.

State of California,
County of Los Angeles,—ss.

Elizabeth Knudsen, being first duly sworn according to law, deposes and says: I am the plaintiff in the above-entitled action. I have read the foregoing amendment to the complaint herein, and the same is true of my own knowledge.

ELIZABETH KNUDSEN. [132]

Subscribed and sworn to before me this 23d day of February, 1915.

[Seal] ANDREW M. STRONG,
Notary Public in and for the County of Los Angeles,
State of California.

[Endorsed]: No. 363—Civil. U. S. District Court, Southern District of California, Southern Division. Elizabeth Knudsen vs. Domestic Utilities Manufacturing Company, a Corporation, et al. Amendment to Complaint. Filed Feb. 23, 1915. Wm. M. Van Dyke, Clerk. By F. F. Green, Deputy.

That thereafter and on the 9th day of March, 1915, the defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis, and F. W. Sterling served upon plaintiff's attorney and filed separate notices of Motion for an Order Vacating the Order of Arrest issued in said action. Said notices being in words and figures as follows:

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), et al.,

Defendants.

**Notice of Motion of Defendant Edwin R. Crooker,
for an Order Vacating Order of Arrest.**

[133]

To the Plaintiff in the Above-entitled Action and to
R. L. Hubbard, Her Attorney:

You and each of you will please take notice that the defendant Edwin R. Crooker in the above-entitled action will on Monday, the 15th day of March, 1915, at the hour of 10 o'clock A. M., or as soon thereafter as counsel can be heard, move the above-entitled court, at the courtroom thereof, in the Federal Building, in the City of Los Angeles, County of Los Angeles, State of California, for an order vacating and setting aside the order of arrest issued in said action, for the arrest of said defendant, on or about the 26th

day of January, 1915, and for an order releasing and exonerating the bail given by said defendant in said action.

Said motion will be made upon the following grounds, to wit:

I.

That said Court had no jurisdiction to make said order of arrest, for the reason that said Court had no jurisdiction of the person of said defendant or of the subject matter of said action.

II.

That the affidavits in said action upon which said order of arrest was based are insufficient, upon their face, to confer jurisdiction upon the Court to make said order.

III.

That the complaint in said action is insufficient, upon its face, to confer jurisdiction upon the Court to make said order.

Said motion will be based upon this notice of motion, and upon the records, files and pleadings in said action. [134]

Dated this 8th day of March, 1915.

DAVIS, KEMP & POST,
Attorneys for said Defendant.

[Endorsed]: No. 363-Civil. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corporation, et al., Defendants. Notice of Motion of Defendant Edwin R. Crooker for an Order Vacating Order of Arrest. Received copy of the

within Notice this ninth day of February, 1915. Robert L. Hubbard, Attorney for Plaintiff. Filed Mar. 10, 1915. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. Davis, Kemp & Post, Attorneys for said Defendant. [135]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), et al.,
Defendants.

**Notice of Motion of Defendant Louise E. Crooker,
for an Order Vacating Order of Arrest.**

To the Plaintiff in the Above-entitled Action and to
R. L. Hubbard, Her Attorney:

You and each of you will please take notice that the defendant Louise E. Crooker in the above-entitled action will on Monday, the 15th day of March, 1915, at the hour of ten o'clock A. M., or as soon thereafter as counsel can be heard, move the above-entitled court, at the courtroom thereof, in the Federal Building, in the City of Los Angeles, County of Los Angeles, State of California, for an order vacating and setting aside the order of arrest issued in said action, for the arrest of said defendant, on or about the 26th day of January, 1915, and for an order releasing and exonerating the bail given by said defendant in said action.

Said motion will be made upon the following grounds, to wit:

I.

That said Court had no jurisdiction to make said order of arrest, for the reason that said Court had no jurisdiction of the person of said defendant or of the subject matter of said action. [136]

II.

That the affidavits in said action upon which said order of arrest was based are insufficient, upon their face, to confer jurisdiction upon the Court to make said order.

III.

That the complaint in said action is insufficient, upon its face, to confer jurisdiction upon the Court to make said order.

Said motion will be based upon this notice of motion, and upon the records, files and pleadings in said action.

Dated this 8th day of March, 1915.

DAVIS, KEMP & POST,
Attorneys for said Defendant.

[Endorsed]: No. 363-Civil. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corporation et al., Defendants. Notice of Motion of Defendant Louise E. Crooker for an Order Vacating Order of Arrest. Received copy of the within Notice this ninth day of February, 1915, Robert L. Hubbard, Attorney for Plaintiff. Filed Mar. 10, 1915. Wm. M. Van Dyke, Clerk. By R. S.

Zimmerman, Deputy Clerk. Davis, Kemp & Post,
Attorneys for said Defendant. [137]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, (a Corporation), et al.,
Defendants.

**Notice of Motion of Defendant F. W. Sterling for
an Order Vacating Order of Arrest.**

To the Plaintiff in the Above-entitled Action and to
R. L. Hubbard, Her Attorney:

You and each of you will please take notice that the defendant F. W. Sterling in the above-entitled action will on Monday, the 15th day of March, 1915, at the hour of ten o'clock A. M., or as soon thereafter as counsel can be heard, move the above-entitled court, at the courtroom thereof, in the Federal Building, in the City of Los Angeles, County of Los Angeles, State of California, for an order vacating and setting aside the order of arrest issued in said action, for the arrest of said defendant, on or about the 26th day of January, 1915, and for an order releasing and exonerating the bail given by said defendant in said action.

Said motion will be made upon the following grounds, to wit:

I.

That said Court had no jurisdiction to make said order of arrest, for the reason that said Court had no

jurisdiction of the person of said defendant or of the subject matter of said action. [138]

II.

That the affidavits in said action upon which said order of arrest was based are insufficient, upon their face, to confer jurisdiction upon the Court to make said order.

III.

That the complaint in said action is insufficient, upon its face, to confer jurisdiction upon the Court to make said order.

Said motion will be based upon this notice of motion, and upon the records, files and pleadings in said action.

Dated this 8th day of March, 1915.

DAVIS, KEMP & POST,
Attorneys for said Defendant.

[Endorsed]: No. 363-Civil. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corporation, et al., Defendants. Notice of Motion of Defendant F. W. Sterling for an Order Vacating Order of Arrest. Received copy of the within Notice this ninth day of February, 1915. Robert L. Hubbard, Attorney for Plaintiff. Filed Mar. 10, 1915. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. Davis, Kemp & Post, Attorneys for said Defendant. [139]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), et al.,
Defendants.

**Notice of Motion of Defendant W. P. Ellis for an
Order Vacating Order of Arrest.**

To the Plaintiff in the Above-entitled Action and to
R. L. Hubbard, Her Attorney:

You and each of you will please take notice that the defendant W. P. Ellis in the above-entitled action will on Monday, the 15th day of March, 1915, at the hour of ten o'clock A. M., or as soon thereafter as counsel can be heard, move the above-entitled court, at the courtroom thereof, in the Federal Building, in the City of Los Angeles, County of Los Angeles, State of California, for an order vacating and setting aside the order of arrest issued in said action, for the arrest of said defendant, on or about the 26th day of January, 1915, and for an order releasing and exonerating the bail given by said defendant in said action.

Said motion will be made upon the following grounds, to wit:

I.

That said Court had no jurisdiction to make said order of arrest, for the reason that said Court had no jurisdiction of the person of said defendant or of the

subject matter of said action. [140]

II.

That the affidavits in said action upon which said order of arrest was based are insufficient, upon their face, to confer jurisdiction upon the Court to make said order.

III.

That the complaint in said action is insufficient, upon its face, to confer jurisdiction upon the Court to make said order.

Said motion will be based upon this notice of motion, and upon the records, files and pleadings in said action.

Dated this 8th day of March, 1915.

DAVIS, KEMP & POST,
Attorneys for said Defendant.

[Endorsed]: No. 363-Civil. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corporation, et al., Defendants. Notice of Motion of Defendant W. P. Ellis for an Order Vacating Order of Arrest. Received copy of the within Notice this ninth day of February, 1915. Robert L. Hubbard, Attorney for Plaintiff. Filed Mar. 10, 1915. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. Davis, Kemp & Post, Attorneys for said Defendant. [141]

That thereafter and on the 13th day of March, 1915, and before the hearing of said notices of motion to dismiss said orders of arrest, said defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F.

W. Sterling, having first obtained leave of Court so to do, served upon plaintiff's attorney and filed Amended Notices of Motion for an Order Vacating Order of Arrest in said action; said amended notices of Motion being in words and figures as follows:

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), et al.,

Defendants.

**Amended Notice of Motion of Defendant Edwin R.
Crooker for an Order Vacating Order of Arrest.**

To the Plaintiff in the Above-entitled Action and to
R. L. Hubbard, Her Attorney:

You and each of you will please take notice that the defendant Edwin R. Crooker in the above-entitled action will on Monday, the 22d day of March, 1915, at the hour of ten o'clock A. M., or as soon thereafter as counsel can be heard, move the above-entitled court, at the courtroom thereof, in the Federal Building, in the City of Los Angeles, County of Los Angeles, State of California, for an order vacating and setting aside the order of arrest issued in said action, for the arrest of said defendant, on or about the 26th day of January, 1915, and for an order releasing and exonerating the bail given by said defendant in said action. [142]

Said motion will be made upon the following grounds, to wit:

I.

That said Court had no jurisdiction to make said order of arrest, for the reason that said Court had no jurisdiction of the person of said defendant or of the subject matter of said action.

II.

That the affidavits in said action upon which said order of arrest was based are insufficient, upon their face, to confer jurisdiction upon the Court to make said order.

III.

That the complaint in said action is insufficient, upon its face, to confer jurisdiction upon the Court to make said order.

IV.

That said order of arrest is void, for the reason that at the time said order of arrest was made no summons had been issued in said action.

Said motion will be based upon this notice of motion, and upon the records, files and pleadings in said action.

Dated this 12th day of March, 1915.

DAVIS, KEMP & POST,
Attorneys for said Defendant.

Good cause appearing therefor, leave is granted to the above-named defendant to file an amended notice of motion for an order vacating order of arrest in the above-entitled action.

Dated this 13th day of March, 1915.

BLEDSON,
Judge. [143]

[Endorsed]: No. 363-Civil. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corporation, et al., Defendants. Amended Notice of Motion of Defendant Edwin R. Crooker for an Order Vacating Order of Arrest. Received copy of the within Amd. Notice this 13th day of March, 1915. Robert. L. Hubbard, Attorney for Plaintiff. Filed Mar. 13, 1915. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. Davis, Kemp & Post, Attorneys for said Defendant. [144]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, et al.,
Defendants.

**Amended Notice of Motion of Defendant Louise E.
Crooker for an Order Vacating Order of Arrest.**

To the Plaintiff in the Above-entitled Action, and to
R. L. Hubbard, Her Attorney:

You and each of you will please take notice that the defendant Louise E. Crooker in the above-entitled action will on Monday, the 22d day of March, 1915, at the hour of ten o'clock A. M., or as soon thereafter as counsel can be heard, move the above-entitled court, at the courtroom thereof, in the Federal Building, in the City of Los Angeles, County

of Los Angeles, State of California, for an order vacating the setting aside the order of arrest issued in said action, for the arrest of said defendant, on or about the 26th day of January, 1915, and for an order releasing and exonerating the bail given by said defendant in said action.

Said motion will be made upon the following grounds, to wit:

I.

That said Court had no jurisdiction to make said order of arrest, for the reason that said Court had no jurisdiction of the person of said defendant or of the subject matter of said action; [145]

II.

That the affidavits in said action upon which said order of arrest was based are insufficient, upon their face, to confer jurisdiction upon the Court to make said order;

III.

That the complaint in said action is insufficient, upon its face, to confer jurisdiction upon the Court to make said order.

IV.

That said order of arrest is void, for the reason that at the time said order of arrest was made no summons had been issued in said action.

Said motion will be based upon this notice of motion, and upon the records, files and pleadings in said action.

Dated this 12th day of March, 1915.

DAVIS, KEMP & POST,
Attorneys for said Defendant.

Good cause appearing therefor, leave is granted to the above-named defendant to file an amended notice of motion for an order vacating order of arrest in the above-entitled action.

Dated this 13th day of March, 1915.

BLEDSON,
Judge.

[Endorsed]: No. 363—Civil. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Kundsén, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corporation, et al., Defendants. Amended Notice of Motion of Defendant Louise E. Crooker for an Order Vacating Order of Arrest. Received Copy of the Within Amd. Notice this 13th day of March, 1915. Robert L. Hubbard, Attorney for Plaintiff. Filed Mar. 13, 1915. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. Davis, Kemp & Post, Attorneys for said Defendant. [146]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, et al.,
Defendants.

Amended Notice of Motion of Defendant F. W. Sterling for an Order Vacating Order of Arrest.

To the Plaintiff in the Above-entitled Action, and to
R. L. Hubbard, Her Attorney:

You and each of you will please take notice that the defendant F. W. Sterling in the above-entitled action will on Monday, the 22d day of March, 1915, at the hour of ten o'clock A. M., or as soon thereafter as counsel can be heard, move the above-entitled court, at the courtroom thereof, in the Federal Building, in the City of Los Angeles, County of Los Angeles, State of California, for an order vacating and setting aside the order of arrest issued in said action, for the arrest of said defendant, on or about the 26th day of January, 1915, and for an order releasing and exonerating the bail given by said defendant in said action.

Said motion will be made upon the following grounds, to wit:

I.

That said Court had no jurisdiction to make said order of arrest, for the reason that said Court had no jurisdiction of the person of said defendant or of the subject matter of said action. [147]

II.

That the affidavits in said action upon which said order of arrest was based are insufficient, upon their face, to confer jurisdiction upon the Court to make said order.

III.

That the complaint in said action is insufficient,

upon its face, to confer jurisdiction upon the Court to make said order.

IV.

That said order of arrest is void, for the reason that at the time said order of arrest was made no summons had been issued in said action.

Said motion will be based upon this notice of motion, and upon the records, files and pleadings in said action.

Dated this 12th day of March, 1915.

DAVIS, KEMP & POST,
Attorneys for said Defendant.

Good cause appearing therefor, leave is granted to the above-named defendant to file an amended notice of motion for an order vacating order of arrest in the above-entitled action.

Dated this 13th day of March, 1915.

BLEDSON,
Judge.

[Endorsed]: No. 363—Civil. In the United States District Court, in and for the Southern District of California, Southern Division, Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corporation, et al., Defendants. Amended Notice of Motion of Defendant F. W. Sterling for an Order Vacating Order of Arrest. Received Copy of the Within Amd. Notice this 13th Day of March, 1915. Robert L. Hubbard, Attorney for Plaintiff. Filed Mar. 13, 1915. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. Davis, Kemp & Post, Attorneys for said Defendant.
[148]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, et al.,
Defendants.

**Amended Notice of Motion of Defendant W. P. Ellis
for an Order Vacating Order of Arrest.**

To the Plaintiff in the Above-entitled Action, and to
R. L. Hubbard, Her Attorney:

You and each of you will please take notice that the defendant W. P. Ellis in the above-entitled action will on Monday, the 22d day of March, 1915, at the hour of ten o'clock A. M., or as soon thereafter as counsel can be heard, move the above-entitled court, at the courtroom thereof, in the Federal Building, in the City of Los Angeles, County of Los Angeles, State of California, for an order vacating and setting aside the order of arrest issued in said action, for the arrest of said defendant, on or about the 26th day of January, 1915, and for an order releasing and exonerating the bail given by said defendant in said action.

Said motion will be made upon the following grounds, to wit:

I.

That said Court had no jurisdiction to make said order of arrest, for the reason that said Court had

no jurisdiction of the person of said defendant or of the subject matter of said action;

II. [149]

That the affidavits in said action upon which said order of arrest was based are insufficient, upon their face, to confer jurisdiction upon the Court to make said order;

III.

That the complaint in said action is insufficient, upon its face, to confer jurisdiction upon the Court to make said order.

IV.

That said order of arrest is void, for the reason that at the time said order of arrest was made no summons had been issued in said action.

Said motion will be based upon this notice of motion, and upon the records, files and pleadings in said action.

Dated this 12th day of March, 1915.

DAVIS, KEMP & POST,
Attorneys for said Defendant.

Good cause appearing therefor, leave is granted to the above-named defendant to file an amended notice of motion for an order vacating order of arrest in the above-entitled action.

BLEDSON,
Judge.

[Endorsed]: No. 363-Civil. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corporation, et al., Defendants.

Amended Notice of Motion of Defendant W. P. Ellis for an Order Vacating Order of Arrest. Received Copy of the Within Amd. Notice this 13th day of March, 1915. Robert L. Hubbard, Attorney for Plaintiff. Filed Mar. 13, 1915. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. Davis, Kemp & Post, Attorneys for said Defendant. [150]

That said motion came up for hearing in said Court on the 22d day of March, 1915, and that the hearing thereof was regularly continued from time to time until the 19th day of April, 1915; and that on said 19th day of April, 1915, the motions of said defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis, and F. W. Sterling, as set out in said Amended Notices of Motions, were argued and submitted to the Court for its decision, and that thereafter, and on the 9th day of August, 1915, the said Court entered its order denying the motions of said defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling for an order vacating the order of arrest in said action, and each of them, and that on said 9th day of August, 1915, a Minute Order of said Court was entered in said action denying said motions as follows:

[Order Denying Motion to Vacate Orders of Arrest.]

No. 363-CIVIL, S. D.

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES CO., et al.,

Defendants.

This cause having heretofore been submitted to the Court for its consideration and decision on a motion to vacate certain orders for the arrest of defendants herein, and the Court having duly considered the same, and being fully advised in the premises.

It is now ordered that said motion to vacate said orders of arrest be, and the same is hereby, denied.

That no opinion was filed in said matter.

To which decision and order of the Court the defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling duly excepted. [151]

That thereafter and on the 14th day of August, 1915, said defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling applied to the Court for and obtained an order extending the time to prepare, serve and file their Bill of Exceptions to said decision and order of the Court; which said order is in words and figures as follows:

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, EDWIN R.
CROOKER, HARRY L. CROOKER,
LOUISE E. CROOKER, W. P. ELLIS and
F. W. STERLING,

Defendants.

Order Extending Time for Bill of Exceptions.

In this action the defendants, Edwin R. Crooker,

Louse E. Crooker, W. P. Ellis and F. W. Sterling, having this day applied to the Court for an order granting them, and each of them, additional time within which to prepare, file and serve their Bill of Exceptions to the decision and order of the Court entered in said action on the 9th day of August, 1915, denying the motion of said defendants, and each of them, to vacate the order of arrest in said action, and it appearing to the Court that this is a proper case for this order; [152]

NOW, THEREFORE, on motion of Davis, Kemp & Post, attorneys for said defendants, it is hereby ordered that said defendants, Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, be, and they hereby are, granted twenty (20) days' additional time within which to prepare, serve and file their bill of exceptions to said decision and order.

Dated this 14th day of August, 1915.

BLEDSON,
Judge.

[Endorsed]: Civ. No. 363. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Knudsen vs. Domestic Utilities Mfg. Co., a Corp., et al. Order Extending Time for Bill of Exceptions. Received Copy of the Within Order this 16th day of August, 1915. Robert L. Hubbard, B, Attorney for Plaintiff. Filed Aug. 16, 1915. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. Davis, Kemp & Post, Attorneys for Defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling. [153]

That thereafter and on the 7th day of September, 1915, and within the time limited by said order extending time to prepare, serve and file their Bill of Exceptions, said defendants, Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, served upon plaintiff's attorney in said action and filed with said Court, their proposed Bill of Exceptions therein.

That thereafter and on the 8th day of September, 1915, an order was made by said Court granting the plaintiff, Elizabeth Knudsen, twenty days additional time within which to propose amendments to defendants' Bill of Exceptions.

That thereafter and on the 30th day of September, 1915, an order was duly made by said Court granting the plaintiff, Elizabeth Knudsen, thirty days additional time within which to propose amendments to defendants' Bill of Exceptions, and that thereafter and on the 28th day of October, 1915, said plaintiff proposed amendments to defendants' Bill of Exceptions, which said amendments so proposed by said plaintiff were accepted by said defendants and are incorporated herein.

WHEREFORE, the defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, pray that the foregoing, their Bill of Exceptions to the decision and order of the Court denying the motions of the said defendants, and each of them, to vacate the said order of arrest in said action, containing all the proceedings had therein, may be settled and allowed.

Dated this 29th day of October, 1915.

DAVIS, KEMP & POST,
Attorneys for Defendants, Edwin R. Crooker, Louise
E. Crooker, W. P. Ellis and F. W. Sterling.
[154]

[Stipulation as to Bill of Exceptions.]

It is hereby stipulated that the foregoing bill of exceptions is a full, true and correct Bill of Exceptions and that the same may be settled and allowed by the Court.

Dated this 29th day of October, 1915.

ROBERT L. HUBBARD,
Attorney for Plaintiff.
DAVIS, KEMP & POST,
Attorneys for Defendants, Edwin R. Crooker, Louise
E. Crooker, W. P. Ellis, and F. W. Sterling.

[Order Settling and Allowing Bill of Exceptions.]

The foregoing Bill of Exceptions, containing all of the proceedings had upon the motion of the defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, and each of them, to vacate the order of arrest issued in said action, is a true and correct Bill of Exceptions and is hereby settled and allowed and ordered to be filed.

Dated this 30th day of October, 1915.

BENJAMIN F. BLEDSOE,
Judge.

(Written in ink: Who heard said Cause.)

[Endorsed]: Original. No. 363 Civ. In the
United States District Court, in and for the South-

ern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Co., a Corp., et al. Defendants Engrossed Bill of Exceptions. Filed Oct. 30, 1915. Wm. M. Van Dyke Clerk. By T. F. Green, Deputy Clerk. Davis, Kemp & Post, Suite 812 Marsh-Strong Bldg., Tel. Home A-5097, Main 1953, Los Angeles, Cal., Attorneys for Defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling. G. [155]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, EDWIN R.
CROOKER, HARRY L. CROOKER,
LOUISE E. CROOKER, W. P. ELLIS and
F. W. STERLING,

Defendants.

Petition for Writ of Error.

Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, defendants in the above-entitled action, feeling themselves aggrieved by the decision and order entered in said action on the 9th day of August, 1915, denying the motion of said defendants, and each of them, to vacate the order of arrest issued in said action, come now by Davis, Kemp & Post, their attorneys, and file herewith an

assignment of errors and petition said Court for an order allowing said defendants to procure a writ of error to the Honorable United States Circuit Court of Appeals for the Ninth Circuit, under and according to the laws of the United States in that behalf made and provided, and also that an order be made fixing the amount of security which the defendants shall give and furnish upon said writ of error.

And your petitioners will ever pray.

Dated September 7th, 1915.

DAVIS, KEMP & POST,
Attorneys for Defendants Edwin R. Crooker, Louise
E. Crooker, W. P. Ellis and F. W. Sterling. [156]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, et al.,
Defendants.

United States of America,
Southern District of California,
Southern Division,
County of Los Angeles,—ss.

Affidavit [of Service of Petition for Writ of Error].

R. M. Phillips, being first duly sworn, deposes and says: That he is an attorney in the office of Davis, Kemp & Post, attorneys for the defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W.

Sterling, in the above-entitled action; that on the 7th day of September, 1915, at about the hour of 11:10 A. M. of said day, he personally served the within Petition for Writ of Error on Robert L. Hubbard, attorney for plaintiff in said action, by delivering to and leaving with the person in charge of the office of said Robert L. Hubbard, at 838 Van Nuys Building, in the City of Los Angeles, County of Los Angeles, State of California, a copy of said Petition for Writ of Error; that said office was open at said time and in charge of said person, who declined and refused to accept service of the same in writing.

R. M. PHILLIPS.

Subscribed and sworn to before me this 7th day of September, 1915.

[Seal]

R. R. VEAL,

Notary Public Within and for the County of Los Angeles, State of California. [157]

[Endorsed]: Original. Civ. No. 363. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Knudsen vs. Domestic Utilities Manufacturing Co., a Corp., et al. Petition for Writ of Error. Filed Sep. 7, 1915. Wm. M. Van Dyke, Clerk. By Chas. N. Williams, Deputy Clerk. Davis, Kemp & Post, Suite 812 March-Strong Bldg. Tel. Home A—5037, Main 1953, Los Angeles, Cal., Attorneys for Defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling. [158]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, et al.,
Defendants.

Assignment of Errors.

Come now the defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, and file the following Assignment of Errors, upon which they will rely upon their prosecution of the writ of error in the above-entitled cause, petition for which writ of error is filed at the same time as this Assignment of Errors.

I.

The Court erred in denying the motion of defendant Edwin R. Crooker to vacate the order of arrest issued in said action, based upon the ground that said Court had no jurisdiction to make said order of arrest for the reason that the said Court had no jurisdiction of the person of said defendant or the subject matter of said action. This ruling was erroneous for the reason that at the time said order of arrest was made it affirmatively appeared from the complaint filed in said action that the plaintiff was a resident and citizen of the City of Washington, District of Columbia, and that the defendant Edwin R. Crooker was a resident and citizen of the State of California; and that it affirmatively appeared

therefrom that the diversity of citizenship necessary to confer jurisdiction on this Court of the person of said defendant or of the subject matter of said [159] action, did not exist, and that the amendment to said complaint filed in said action on the 23d day of February, 1915, after the arrest of said defendant and his release on bail, had no retroactive effect and could not operate to violate said order of arrest made by the Court at a time when it affirmatively appeared from the record upon which the Court was called to act that said Court was without jurisdiction of the person of said defendant or subject matter of said action, and for the further reason that said amendment to said complaint does not allege the diverse citizenship necessary to confer jurisdiction upon said Court of the person of said defendant or of the subject matter of said action to have existed at the time of the commencement of said action, and for the further reason that jurisdiction and authority to issue an order of arrest in a civil action is based, solely and exclusively under the laws of the State of California, upon the affidavits filed in support of the application for such order of arrest, and that therefore the Court had no right to look beyond said affidavits to the complaint in said action in passing upon the application for said order of arrest.

II.

The court erred in denying the motion of the defendant Edwin R. Crooker to vacate the order of arrest issued in said action, based upon the ground that the affidavits in said action upon which said

order of arrest was based, are insufficient upon their face to confer jurisdiction upon the Court to make said order. This ruling was erroneous for the reason that authority to issue an order of arrest in a civil action is based solely and exclusively upon the affidavits filed support of the application for such order and said affidavits contain no allegation whatsoever as to the citizenship of the plaintiff in said action, and do not show the existence of the diversity of citizenship [160] necessary to confer jurisdiction upon said Court in said action, and for the further reason that said affidavits are made largely and as to many important, necessary and essential allegations therein upon information and belief and that the facts upon which said information and belief was founded are not stated therein, and for the further reason that the facts stated in said affidavits are insufficient to warrant an order for the arrest of said defendant.

III.

The Court erred in denying the motion of defendant Edwin R. Crooker to vacate the order or arrest issued in said action, based upon the ground that the complaint in said action is insufficient upon its face to confer jurisdiction upon the Court to make said order. This ruling was erroneous for the reason that the complaint in said action, at the time of the issuance of said order of arrest, showed affirmatively upon its face that the diversity of citizenship necessary to confer jurisdiction in said action upon said Court did not exist, and for the further reason that it does not appear from said complaint that a

cause of action exists against said defendant and for the further reason that the amendment to the complaint filed in said action had no retroactive effect to validate the order of arrest issued at the time when it affirmatively appeared from the record that the Court had no jurisdiction of the person of said defendant or of the subject matter of said action, and for the further reason that said amendment to said complaint does not show the diversity of citizenship necessary to confer jurisdiction upon said Court to have existed at the commencement of said action, and for the further reason that the jurisdiction and authority of the Court to issue an order of arrest in a civil action is based, under the laws of the State of California, solely [161] and exclusively, on the affidavits filed in support of the application for Court in passing upon the application for the said order of arrest, and that therefore, the Court in passing upon the application for such order of arrest cannot look beyond such affidavits to the complaint, or other proceedings in said action.

IV.

The Court erred in denying the motion of defendant Edwin R. Crooker to vacate the order of arrest issued in said action, based upon the ground that said order of arrest is void for the reason that at the time said order of arrest was made no summons had been issued in said action. This ruling was erroneous for the reason that the laws of the State of California do not authorize the issuance or an order of arrest in a civil action except at the time of the issuing of the summons in said action or at any time

afterwards before judgment.

V.

The Court erred in denying the motion of defendant Louise E. Crooker to vacate the order of arrest issued in said action, based upon the ground that said Court had no jurisdiction to make said order of arrest for the reason that the said Court had no jurisdiction of the person of said defendant or the subject matter of said action. This ruling was erroneous for the reason that at the time said order of arrest was made it affirmatively appeared from the complaint filed in said action that the plaintiff was a resident and citizen of the City of Washington, District of Columbia, and that the defendant Louise E. Crooker was a resident and citizen of the State of California; and that it affirmatively appeared therefrom that the diversity of citizenship necessary to confer jurisdiction on this Court of the person of said defendant or of the subject matter of said action, did not exist, and that the amendment to said complaint filed in said action on the 23d day of February, 1915, after the [162] arrest of said defendant and her release on bail, had no retroactive effect and could not operate to validate said order of arrest made by the Court at a time when it affirmatively appeared from the record upon which the Court was called to act that said Court was without jurisdiction of the person of said defendant or subject matter of said action, and for the further reason that said amendment to said complaint does not allege the diverse citizenship necessary to confer jurisdiction upon said Court of the person of said

defendant or of the subject matter of said action to have existed at the time of the commencement of said action, and for the further reason that jurisdiction and authority to issue an order of arrest in a civil action is based, solely and exclusively under the laws of the State of California, upon the affidavits filed in support of the application for such order of arrest, and that therefore the Court had no right to look beyond said affidavits to the complaint in said action in passing upon the application for said order of arrest.

VI.

The Court erred in denying the motion of the defendant Louise E. Crooker to vacate the order of arrest issued in said action, based upon the ground that the affidavits in said action upon which said order of arrest was based, are insufficient upon their face to confer jurisdiction upon the Court to make said order. This ruling was erroneous for the reason that authority to issue an order of arrest in a civil action is based solely and exclusively upon the affidavits filed in support of the application for such order and said affidavits contain no allegation whatsoever as to the citizenship of the plaintiff in said action, and do not show the existence of the diversity of citizenship necessary to confer jurisdiction upon said Court in said action, and for the further reason that said affidavits are made largely and as to many important, necessary and essential [163] allegations therein upon information and belief and that the facts upon which said information and belief was founded are not stated therein, and for the

further reason that the facts stated in said affidavits are insufficient to warrant an order for the arrest of said defendant.

VII.

The Court erred in denying the motion of defendant Louise E. Crooker to vacate the order of arrest issued in said action, based upon the ground that the complaint in said action is insufficient upon its face to confer jurisdiction upon the Court to make said order. This ruling was erroneous for the reason that the complaint in said action, at the time of the issuance of said order of arrest, showed affirmatively upon its face that the diversity or citizenship necessary to confer jurisdiction in said action upon said Court did not exist, and for the further reason that it does not appear from said complaint that a cause of action exists against defendant and for the further reason that the amendment to the complaint filed in said action had no retroactive effect to validate the order of arrest issued at the time when it affirmatively appeared from the record that the Court had no jurisdiction of the person of said defendant or of the subject matter of said action, and for the further reason that said amendment to said complaint does not show the diversity of citizenship necessary to confer jurisdiction upon said Court to have existed at the commencement of said action, and for the further reason that the jurisdiction and authority of the Court to issue an order of arrest in a civil action is based, under the laws of the State of California, solely and exclusively, on the affidavits filed in support of the application for the said order

of arrest, and that therefore the Court in passing upon the application for such order of arrest cannot look beyond such affidavits to the complainant, or other proceedings in said action. [164]

VIII.

The Court erred in denying the motion of defendant Louise E. Crooker, to vacate the order of arrest issued in said action, based upon the ground that said order of arrest is void for the reason that at the time said order of arrest was made no summons had been issued in said action. This ruling was erroneous for the reason that the laws of the State of California do not authorize the issuance of an order of arrest in a civil action except at the time of the summons in said action or at any time afterwards before judgment.

IX.

The Court erred in denying the motion of defendant W. P. Ellis to vacate the order of arrest issued in said action, based upon the ground that said Court had no jurisdiction to make said order of arrest for the reason that the said Court had no jurisdiction of the person of said defendant or the subject matter of said action. This ruling was erroneous for the reason that at the time said order of arrest was made it affirmatively appeared from the complaint filed in said action that the plaintiff was a resident and citizen of the City of Washington, District of Columbia, and that the defendant W. P. Ellis was a resident and citizen of the State of California; and that it affirmatively appeared therefrom that the diversity of citizenship necessary to confer

jurisdiction on this Court of the person of said defendant or of the subject matter of said action, did not exist, and that the amendment to said complaint filed in said action on the 23d day of February, 1915, after the arrest of said defendant and his release on bail, had no retroactive effect and could not operate to validate said order of arrest made by the Court at a time when it affirmatively appeared from the record upon which the Court was called to act that said Court was without jurisdiction of the person of said defendant or subject matter of said action, and [165] for the further reason that said amendment to said complaint does not allege the diverse citizenship necessary to confer jurisdiction upon said Court of the person of said defendant or of the subject matter of said action to have existed at the time of the commencement of said action, and for the further reason that jurisdiction and authority to issue an order of arrest in a civil action is based, solely and exclusively under the laws of the State of California, upon the affidavits filed in support of the application for such order of arrest, and that therefore the Court had no right to look beyond said affidavits to the complaint in said action in passing upon the application for said order of arrest.

X.

The Court erred in denying the motion of the defendant W. P. Ellis to vacate the order of arrest issued in said action, based upon the ground that the affidavits in said action upon which said order of arrest was based, are insufficient upon their face to confer jurisdiction upon the Court to make said

order. This ruling was erroneous for the reason that authority to issue an order of arrest in a civil action is based solely and exclusively upon the affidavits filed in support of the application for such order and said affidavits contain no allegation whatsoever as to the citizenship of the plaintiff in said action, and do not show existence of the diversity of citizenship necessary to confer jurisdiction upon said court in said action, and for the further reason that said affidavits are made largely and as to many important, necessary and essential allegations therein upon information and belief and that the facts upon which said information and belief was founded are not stated therein, and for the further reason that the facts stated in said affidavits are insufficient to warrant an order for the arrest of said defendant. [166]

XI.

The Court erred in denying the motion of defendant W. P. Ellis to vacate the order of arrest issued in said action, based upon the ground that the complaint in said action is insufficient upon its face to confer jurisdiction upon the Court to make said order. This ruling was erroneous for the reason that the complaint in said action, at the time of the issuance of said order of arrest, showed affirmatively upon its face that the diversity of citizenship necessary to confer jurisdiction in said action upon said Court did not exist, and for the further reason that it does not appear from said complaint that a cause of action exists against said defendant and for the

further reason that the amendment to the complaint filed in said action had no retroactive effect to validate the order of arrest issued at the time when it affirmatively appeared from the record that the Court had no jurisdiction of the person of said defendant or of the subject matter of said action, and for the further reason that said amendment to said complaint does not show the diversity of citizenship necessary to confer jurisdiction upon said Court to have existed at the commencement of said action, and for the further reason that the jurisdiction and authority of the Court to issue an order of arrest in a civil action is based, under the laws of the State of California, solely and exclusively, on the affidavits filed in support of the application for the said order of arrest, and that therefore the Court in passing upon the application for such order of arrest cannot look beyond such affidavits to the complaint, or other proceedings in said action.

XII.

The Court erred in denying the motion of defendant W. P. Ellis to vacate the order of arrest issued in said action, based [167] upon the ground that said order of arrest is void for the reason that at the time said order of arrest was made no summons had been issued in said action. This ruling was erroneous for the reason that the laws of the State of California do not authorize the issuance of an order of arrest in a civil action except as the time of the issuing of the summons in said action or at any time afterwards before judgment.

XIII.

The Court erred in denying the motion of de-

fendant F. W. Sterling to vacate the order of arrest issued in said action based upon the ground that said Court had no jurisdiction to make said order of arrest for the reason that the said Court had no jurisdiction of the person of said defendant or the subject matter of said action. This ruling was erroneous for the reason that at the time said order of arrest was made it affirmatively appeared from the complaint filed in said action that the plaintiff was a resident and citizen of the City of Washington, District of Columbia, and that the defendant F. W. Sterling was a resident and citizen of the State of California; and that it affirmatively appeared therefrom that the diversity of citizenship necessary to confer jurisdiction on this Court of the person of said defendant or of the subject matter of said action, did not exist, and that the amendment to said complaint filed in said action on the 23d day of February, 1915, after the arrest of said defendant and his release on bail, had no retroactive effect and could not operate to validate said order of arrest made by the Court at a time when it affirmatively appeared from the record upon which the Court was called to act that said Court was without jurisdiction of the person of said defendant or subject matter of said action, and for the further [168] reason that said amendment to said complaint does not allege the diverse citizenship necessary to confer jurisdiction upon said Court of the person of said defendant or of the subject matter of said action to have existed at the time of the commencement of said action, and for the further reason that jurisdic-

tion and authority to issue an order of arrest in a civil action is based, solely and exclusively under the laws of the State of California, upon the affidavits filed in support of the application for such order of arrest, and that therefore the Court had no right to look beyond said affidavits to the complaint in said action in passing upon the application for said order of arrest.

XIV.

The Court erred in denying the motion of the defendant F. W. Sterling to vacate the order of arrest issued in said action, based upon the ground that the affidavits in said action upon which said order of arrest was based, are insufficient upon their face to confer jurisdiction upon the Court to make said order. This ruling was erroneous for the reason that authority to issue an order of arrest in a civil action is based solely and exclusively upon the affidavits filed in support of the application for such order and said affidavits contain no allegation whatsoever as to the citizenship of the plaintiff in said action, and do not show the existence of the diversity of citizenship necessary to confer jurisdiction upon said Court in said action, and for the further reason that said affidavits are made largely and as to many important, necessary and essential allegations therein upon information and belief and that the facts upon which said information and belief was founded are not stated therein, and for the further reason that the facts stated in said affidavits are insufficient to warrant an order for the arrest of said defendant.

XV.

The Court erred in denying the motion of defendant F. W. Sterling to vacate the order of arrest issued in said action, based upon the ground that the complaint in said action is insufficient upon its face to confer jurisdiction upon the Court to make said order. This ruling was erroneous for the reason that the complaint in said action, at the time of the issuance of said order of arrest, showed affirmatively upon its face that the diversity of citizenship necessary to confer jurisdiction in said action upon said Court did not exist, and for the further reason that it does not appear from said complaint that a cause of action exists against defendant and for the further reason that the amendment to the complaint filed in said action had no retroactive effect to validate the order of arrest issued at the time when it affirmatively appeared from the record that the Court had no jurisdiction of the person of said defendant or of the subject matter of said action, and for the further reason that said amendment to said complaint does not show the diversity of citizenship necessary to confer jurisdiction upon said Court to have existed at the commencement of said action, and for the further reason that the jurisdiction and authority of the Court to issue an order of arrest in a civil action is based, under the laws of the State of California, solely and exclusively, on the affidavits filed in support of the application for the said order of arrest, and that therefore the Court in passing upon the application for such order of arrest cannot look beyond such affidavits to the complaint, or other

proceedings in said action.

XVI.

The Court erred in denying the motion of defendant F. W. Sterling to vacate the order of arrest issued in said action, [170] based upon the ground that said order of arrest is void for the reason that at the time said order of arrest was made no summons had been issued in said action. This ruling was erroneous for the reason that the laws of the State of California do not authorize the issuance of an order of arrest in a civil action except at the time of the issuing of the summons in said action or at any time afterwards before judgment.

And upon the foregoing Assignment of Errors and upon the record in said case, the defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling pray that said decision and order of Court denying their Motion to Vacate said Order of Arrest be reversed and that the Court below be directed to enter an order vacating the Order of Arrest issued in said action.

Dated this 7th day of September, 1915.

DAVIS, KEMP & POST,

Attorneys for Defendants, Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling.

[171]

*In the District Court of the United States, Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, et al,

Defendants.

Affidavit [of Service of Assignment of Errors].

United States of America,
Southern District of California,
Southern Division,
County of Los Angeles,—ss.

R. M. Phillips, being first duly sworn, deposes and says: That he is an attorney in the office of Davis, Kemp & Post, attorneys for the defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, in the above-entitled action; that on the 7th day of September, 1915, at about the hour of 11:10 A. M., of said day he personally served the within Assignment of Errors on Robert L. Hubbard, attorney for plaintiff in said action, by delivering to and leaving with the person in charge of the office of said Robert L. Hubbard, at 838 Van Nuys Building, in the City of Los Angeles, County of Los Angeles, State of California, a copy of said Assignment of Errors; that said office was open at said time and in charge of said person, who declined and refused to accept service of the same in writing.

R. M. PHILLIPS.

Subscribed and sworn to before me this 7th day of September, 1915.

[Seal]

R. R. VEAL,
Notary Public within and for the County of Los Angeles, State of California. [172]

[Endorsed]: Original. Civ. No. 363. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corp., et al., Defendants. Assignment of Errors. Filed Sept. 7, 1915. Wm. M. Van Dyke, Clerk. By Chas. N. Williams, Deputy Clerk. Davis, Kemp & Post, Suite 812 Marsh-Strong Bldg., Tel. Home A-5037, Main 1953, Los Angeles, Cal., Attorneys for Defendants, Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling. [173]

In the District Court of the United States Southern District of California, Southern Division.

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, EDWIN R.
CROOKER, HARRY L. CROOKER,
LOUISE E. CROOKER, W. P. ELLIS and
F. W. STERLING,

Defendants.

Order Allowing Writ of Error.

Upon motion of Davis, Kemp & Post, Attorneys

for defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, in this action, and upon filing a petition for a writ of error and an assignment of errors, it is ordered that a writ of error be, and hereby is, allowed to have reviewed in the United States Circuit Court for the Ninth Circuit, the decision and order heretofore entered herein on the 9th day of August, 1915, denying the motion of said defendants, and each of them, to vacate the order of arrest issued in said action.

Dated this 7th day of September, 1915.

BLEDSON,

Judge.

[Endorsed]: Original. Civ. No. 363. In the United States District Court in and for the Southern District of California, Southern Division. Elizabeth Knudsen vs. Domestic Utilities Mfg. Co., a Corp., et al. Order Allowing Writ of Error. Filed Sept. 7, 1915. Wm. M. Van Dyke, Clerk. By Chas. N. Williams, Deputy Clerk. Davis Kemp, & Post, Suite 812 Marsh-Strong Bldg., Tel. Home A-5037, Main 1953, Los Angeles, Cal., Attorneys for Defendants, Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling. [174]

*In the District Court of the United States Southern
District of California, Southern Division.*

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, EDWIN R.
CROOKER, HARRY L. CROOKER,
LOUISE E. CROOKER, W. P. ELLIS and
F. W. STERLING,

Defendants.

Order Fixing Bond on Writ of Error.

The defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, having this day filed their petition for writ of error from the decision and order made and entered herein on the 9th day of August, 1915, denying the motion of said defendants, and each of them, to vacate the order of arrest entered in said action to the United States Circuit Court of Appeals for the Ninth Circuit, together with an assignment of errors within due time, and also praying that an order be made fixing the amount of security which the defendants should give and furnish upon said writ of error, and said petition having this day been duly allowed;

NOW, THEREFORE, it is ordered that said defendants file with the Clerk of this Court a good and sufficient bond in the sum of \$250.00, to the effect that if the said defendants and plaintiffs in error shall prosecute the said writ of error with effect and answer all damages and costs if they fail to

make their plea good, then the said obligation to be void, otherwise to remain in full force and effect; the said bond to be approved [175] by the Clerk of this Court.

Dated September 7, 1915.

BLEDSON,
Judge.

[Endorsed]: Original. Civ. No. 363. In the United States District Court, in and for the Southern District of California, Southern Division. Elizabeth Knudsen vs. Domestic Utilities Mfg. Co., a Corp., et al. Order Fixing Bond on Writ of Error. Filed Sep. 7, 1915. Wm. M. Van Dyke, Clerk. By Chas. N. Williams, Deputy Clerk. Davis, Kemp & Post, Suite 812 Marsh-Strong Bldg., Tel. Home A-5037, Main 1953, Los Angeles, Cal., Attorneys for Defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling. [176]

In the United States District Court, Southern District of California, Southern Division.

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, EDWIN R.
CROOKER, HARRY L. CROOKER,
LOUISE E. CROOKER, W. P. ELLIS and
F. W. STERLING,

Defendants.

Bond on Writ of Error.

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY COMPANY OF NEW YORK, a corporation, duly licensed and authorized by the State of California to transact business as surety, within said State of Californis, as surety, is held and firmly bound unto Elizabeth Knudsen, the plaintiff above-named, in the sum of Two Hundred and Fifty (\$250.00), to be paid to the said Elizabeth Knudsen, her executors or administrators, for which payment well and truly to be made we bind ourselves, jointly and severally, and our, and each of our, successors and assigns, firmly by these presents.

Sealed with our seals and dated this 8th day of September, A. D. 1915.

The condition of the above obligation is such that WHEREAS, the defendants, Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, in the above-entitled action, have sued out a writ of error to the United States Circuit Court of Appeals for the Ninth Circuit to reverse the [177] decision and order of the Court in said action denying the motion of said defendants, and each of them, to vacate an Order of Arrest issued in said action, therein rendered on the 9th day of August, 1915;

NOW, THEREFORE, the condition of this obligation is such that if the above-named Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling shall prosecute said writ to effect and answer all costs and damages if they fail to make good

their plea, then this obligation to be void, otherwise to remain in full force and effect.

NATIONAL SURETY COMPANY OF NEW
YORK.

By CATESBY C. THOM, [Seal]

Its Attorney in Fact.

Approved.

BLEDSON, J.

State of California,

County of Los Angeles,—ss.

On this 8th day of September in the year one thousand nine hundred and fifteen, before me, William M. Curran, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Catesby C. Thom, known to me to be the duly authorized Attorney in Fact of National Surety Company, and the same person whose name is subscribed to the within instrument as the attorney in fact of said company, and the said Catesby C. Thom, acknowledged to me that he subscribed the name of National Surety Company thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Seal]

WILLIAM M. CURRAN,
Notary Public in and for Los Angeles County, State
of California. [178]

[Endorsed]: Original. Civ. No. 363. In the United States District Court in and for the Southern District of California, Southern Division. Eliza-

beth Knudsen, Plaintiff, vs. Domestic Utilities Manufacturing Company, a Corp., et al., Defendants. Bond on Writ of Error. Filed Sep. 10, 1915. Wm. M. Van Dyke, Clerk. By Chas. N. Williams, Deputy Clerk. Davis, Kemp & Post, Suite 812 Marsh-Strong Bldg., Tel. Home A-5037, Main 1953, Los Angeles, Cal., Attorneys for Defendants Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling. [179]

UNITED STATES OF AMERICA.

District Court of the United States, Southern District of California.

Clerk's Office.

No. Civ.-363.

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY, a Corporation, et al.,
Defendants.

Praeceptum [for Transcript of Record].

To the Clerk of Said Court:

Sir: Please issue a certified copy of the record in the above-entitled action, consisting of:

Bill of Exceptions.

Petition for Writ of Error.

Assignments of Error.

Order Allowing Writ of Error.

Order Fixing Bond on Writ of Error.

Bond on Writ of Error.

Writ of Error.

Citation in Error.

Order Enlarging the Time for Docketing the Case and Filing the Record in the Circuit Court of Appeals.

Dated this 2d day of November, 1915.

DAVIS, KEMP & POST,
Attorneys for Defendants and Plaintiffs in Error
Edwin R. Crooker, Louise E. Crooker, W. P.
Ellis and F. W. Sterling.

[Endorsed]: Original. No. Civ.-363. U. S. District Court, Southern District of California. Elizabeth Knudsen, Plaintiff, vs. Domestic Utilities Mfg. Co., a Corp., et al., Defendants. Praecept for Certified Copy of Record. Filed Nov. 3, 1915. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. [180]

**[Certificate of Clerk U. S. District Court to
Transcript of Record.]**

*In the District Court of the United States, in and for
the Southern District of California, Southern
Division.*

No. 363-CIVIL.

ELIZABETH KNUDSEN,

Plaintiff,

vs.

DOMESTIC UTILITIES MANUFACTURING
COMPANY (a Corporation), EDWIN
R. CROOKER, HARRY L. CROOKER,
LOUISE E. CROOKER, W. P. ELLIS and
F. W. STERLING,

Defendants.

I, Wm. M. Van Dyke, Clerk of the District Court of the United States of America, in and for the Southern District of California, do hereby certify the foregoing one hundred and eighty (180) type-written pages, numbered from 1 to 180, inclusive, to be a full, true and correct copy of the Bill of Exceptions, Petition for Writ of Error, Assignment of Errors, Order Allowing Writ of Error, Order Fixing Bond on Writ of Error, Bond on Writ of Error, and Praeceptum for Preparation of Transcript of Record, in the above and therein-entitled matter, and that the same together constitute the record in said matter, as specified in the said Praeceptum for Transcript, filed in my office on behalf of the plaintiffs in error, by their attorneys of record. [181]

I do further certify that the cost of the foregoing record is \$101 20/100; the amount whereof has been paid me by Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, the plaintiffs in error in said matter.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the District Court of the United States of America, in and for the Southern District of California, Southern Division, this 6th day of December, in the year of our Lord, one thousand nine hundred and fifteen, and of our Independence, the one hundred and fortieth.

[Seal]

WM. M. VAN DYKE,

Clerk of the District Court of the United States of America, in and for the Southern District of California.

By Leslie S. Colyer,
Deputy Clerk.

[Ten Cent Internal Revenue Stamp. Canceled
12/6/15. L. S. C.] [182]

[Endorsed]: No. 2704. United States Circuit Court of Appeals for the Ninth Circuit. Edwin R. Crooker, Louise E. Crooker, W. P. Ellis and F. W. Sterling, Plaintiffs in Error, vs. Elizabeth Knudsen, Defendant in Error. Transcript of Record. Upon Writ of Error to the United States District Court of the Southern District of California, Southern Division.

Filed December 10, 1915.

F. D. MONCKTON,
Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

By Meredith Sawyer,
Deputy Clerk.

**[Order Enlarging Time to December 31, 1915, to
Docket Cause and File Record in U. S. Circuit
Court of Appeals.]**

*In the United States Circuit Court of Appeals,
Ninth Judicial Circuit.*

EDWIN R. CROOKER, LOUISE E. CROOKER,
W. P. ELLIS and F. W. STERLING,
Plaintiffs in Error.

vs.

ELIZABETH KNUDSEN,
Defendant in Error.

Good cause appearing therefor, it is hereby ordered, that the time heretofore allowed said plaintiff in error to docket said cause and file the record thereof with the clerk of the United States Circuit Court of Appeals, for the Ninth Circuit, be, and the same is hereby enlarged and extended to and including the thirty-first day of December, 1915.

Dated at Los Angeles, this 29th day of September, 1915.

BLEDSON,
Judge.

[Endorsed]: No. 2704. United States Circuit Court of Appeals for the Ninth Circuit. Edwin R. Crooker, et al., Plaintiffs in Error, vs. Elizabeth Knudsen, Defendant in Error. Order Extending Time to File Record. Filed Oct. 7, 1915. F. D. Monckton, Clerk. Refiled Dec. 10, 1915. F. D. Monckton, Clerk.

